



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

**BOARD OF SUPERVISORS**

**Gloria Molina**  
First District

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Fifth District

November 17, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVE 18 HIV/AIDS AMBULATORY OUTPATIENT SERVICES AMENDMENTS  
FOR OFFICE OF AIDS PROGRAMS AND POLICY**  
(All Districts) (3 Votes)

**IT IS RECOMMENDED THAT YOUR BOARD:**

Delegate authority to the Director of Health Services, or his designee, to execute amendments for 18 Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) agreements, substantially similar to Exhibit I, for the continued provision of ambulatory outpatient services, to extend the term of each agreement effective December 1, 2005 through February 28, 2006, with the service providers identified in Attachment A, for a total maximum obligation of \$4,323,109.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:**

In approving the recommended actions, the Board is authorizing the Department of Health Services (DHS or Department) to obligate federal Health Resources and Services Administration (HRSA) Ryan White Comprehensive AIDS Resource Emergency (CARE) Act Title I funds, State funds and County funds, through the execution of 18 amendments with community-based providers to continue the provision of ambulatory outpatient services. Consistent with federal guidelines, CARE Act funds are allocated to direct services.

Board approval of the recommended actions will allow DHS to continue the provision of vital HIV/AIDS services.

**FISCAL IMPACT/FINANCING:**

The total maximum obligation for the 18 amendments for the period, effective December 1, 2005 through February 28, 2006, is \$4,323,109 offset by \$4,237,441 in CARE Act Title I funds, \$38,925 in State funds, and \$46,743 in existing Department resources. Payments under the amendments will continue on either a cost reimbursement and/or fee-for-service basis.

Attachment B identifies the providers and the contract maximum obligation by term and amounts of funding under CARE Act Title I.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The CARE Act of 1990 authorizes grants for the development, coordination and operation of effective and cost efficient services to people infected with HIV disease or AIDS. Through the CARE Act, there are two sources of funding for Los Angeles County Title I funds awarded directly to the County and administered by DHS, and Title II funds awarded directly to the State and administered locally by the County.

Since 1991, the Board has accepted in excess of \$450 million in CARE Act funds and has taken a number of actions to allocate the grant funds, primarily through contracts with community-based organizations.

CARE Act Title I - 18 Amendments

On April 1, 1997 and March 3, 1998, the Board approved 18 agreements for the provision of ambulatory outpatient services for persons with AIDS and AIDS-related conditions.

On February 17, 2004, the Board approved amendments to 18 agreements that extended the contract terms through February 28, 2005 and also authorized an approval under delegated authority to the Director of Health Services to extend the contract terms month-to-month for an additional nine months March 1, 2005 through November 30, 2005. The extension request was necessary to allow the Department additional time to complete the competitive selection process and for the completion of an evaluation of rates for medical, substance abuse and residential services, in conjunction with the Auditor-Controller's office.

On February 14, 2005, under delegated authority to the Director of Health Services, the Department extended the contract terms with the 18 contractors, effective March 1, 2005 through November 30, 2005.

Through this Board action, OAPP is requesting that your Board validate the extension of the agreement with T.H.E. Clinic for the period March 1, 2005 through November 30, 2005, and that it further extend the agreement through February 28, 2006. As the result of contradicting Board recommendations in February and September 2005, OAPP inadvertently requested first the extension of the T.H.E. Clinic agreement and then its termination. Despite the recommendation to terminate, which was an oversight, both the OAPP and T.H.E. Clinic have continued to operate under the agreement in good faith based upon your Board's adoption of the earlier recommendation to extend the agreement.

The validation of that extension will permit OAPP to clarify the history of this agreement and assure that any payments made to T.H.E. Clinic for services already rendered are valid. County Counsel has been consulted on this course of action and concurs with the recommendation to validate the previous extension.

Under the recommended amendments, the term of these 18 agreements will be extended from December 1, 2005 through February 28, 2006.

Current County policy and procedures require the timely submission of agreements for Board approval. However, this requested action was not scheduled on the Board agenda three weeks prior to the expiration dates of the contracts due to the large number of expiring contracts from the Office of AIDS Programs and Policy (OAPP) and due to the delays with clarification of the funding.

The contractors are in compliance with all Board, CAO and County Counsel requirements and the agreements have been updated to include the latest Board mandated language.

The Department has determined that the contracts do not fall under the guidelines of Proposition A and the Living Wage Ordinance does not apply to these contracts.

County Counsel has reviewed and approved the ambulatory outpatient medical services amendments as to use and form.

Attachments A and B provide additional information.

#### CONTRACTING PROCESS:

In 2003, through the release of four Requests for Proposals (RFPs), the Department competitively bid several existing service categories, however, the competitive solicitation process for ambulatory outpatient services was not completed.

In 2005, OAPP was moving forward with the analysis and rate studies for medical outpatient services with Mercer Government Human Services Consulting who is the Contractor/Consultant, in conjunction with the Auditor-Controller's Office.

Upon completion of the analysis of the rate reviews for medical services, the Department will prepare, finalize, release and promulgate a RFP based on these new rates within the next year. Subsequent to the completion of the competitive solicitation process, new contractors will be identified and recommended to the Board for the continued provision of ambulatory outpatient services in early 2007.

The Department plans to solicit the service provider network services within the next year.

The solicitation will be conducted on an open competitive basis to select recommended contractors for the continued provision of ambulatory outpatient and service provider network services.

All RFPs will be advertised on the Office of Small Business' Countywide Web Site (OSB).

The Department has determined that the contracts do not fall under the guidelines of Proposition A and that the Living Wage Ordinance does not apply to these contracts.

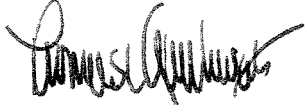
#### IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of these amendments and new agreements will allow Countywide HIV/AIDS services to continue uninterrupted.

The Honorable Board of Supervisors  
November 17, 2005  
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite", written over a horizontal line.

Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:ks

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

BLCD2357.17AMEND.DEL&ASSIGN.KS.wpd



SUMMARY OF AMENDMENTS1. TYPE OF SERVICE:

HIV/AIDS Ambulatory Outpatient CARE Act I services.

1. AGENCY NAME AND CONTACT PERSON:

- A. AIDS Healthcare Foundation  
6255 West Sunset Boulevard, Suite 2100  
Los Angeles, California 90028-8073  
Attention: Michael Weinstein, President and Chief Executive Officer  
Telephone: (323) 462-2273
- B. AltaMed Health Services Corporation  
500 Citadel Drive, Suite 490  
Los Angeles, California 90040  
Attention: Castulo de la Rocha, President/CEO  
Telephone: (323) 889-7310
- C. The Catalyst Foundation for AIDS Awareness  
44758 Elm Avenue  
Lancaster, California 93534  
Attention: Susan Lawrence, M.D., Executive Director  
Telephone: (661) 948-8559
- D. Childrens Hospital Los Angeles  
4650 Sunset Boulevard, Mailstop #2  
Los Angeles, California 90054-0700  
Attention: Walter W. Noce, Jr., President/CEO  
Telephone: (213) 660-2450
- E. City of Long Beach  
Department of Human Services  
2525 Grand Avenue  
Long Beach, California 90815  
Attention: Gerald Miller, City Manager  
Telephone: (562) 570-4016
- F. City of Pasadena Health Department  
1845 North Fair Oaks Avenue, G151  
Pasadena, California 91103  
Attention: Wilma J. Allen, Health Officer  
Telephone: (626) 744-6140
- G. East Valley Community Health Center, Inc.  
420 South Glendora Avenue  
West Covina, California 91790  
Attention: Alicia M. Thomas, Executive Director  
Telephone: (626) 919-5724

SUMMARY OF AMENDMENTS

- H. El Proyecto del Barrio, Inc.  
8902 Woodman Avenue  
Arleta, California 91331  
Attention: Corinne Sanchez, Esq., President/CEO  
Telephone: (818) 830-7133
- I. Long Beach Memorial Miller Medical Center, d.b.a.  
Miller Children's Hospital at Long Beach Memorial Medical Center  
2801 Atlantic Avenue, Box 1428  
Long Beach, California 90806-1737  
Attention: Melvin Marks, M.D., Executive Director  
Telephone: (562) 933-2000
- J. Northeast Valley Health Corporation  
1172 North MacLay Avenue  
San Fernando, California 91340  
Attention: Kimberly Wyard, CEO  
Telephone: (818) 898-1388
- K. St. Mary Medical Center  
Care Programs & Clinics  
411 East 10<sup>th</sup> Street, Suite 107  
Long Beach, California 90813  
Attention: John Smithhisler, President  
Telephone: (562) 491-9000
- L. The Los Angeles Gay and Lesbian Community Services Center  
d.b.a. The Los Angeles Gay and Lesbian Center  
1625 North Schrader Boulevard  
Los Angeles, California 90028  
Attention: Lorri L. Jean, Executive Director  
Telephone: (323) 993-7400
- M. Tarzana Treatment Center, Inc.  
18646 Oxnard Street  
Tarzana, California 91356-1486  
Attention: Albert Senella, Chief Operating Officer  
Telephone: (818) 996-1051
- N. T.H.E. Clinic, Inc.  
3860 West Martin Luther King Blvd.  
Los Angeles, California 90008  
Attention: Donzella P. Lee, Interim Executive Director  
Telephone: (323) 295-6571

SUMMARY OF AMENDMENTS

O. Valley Community Clinic  
 6801 Coldwater Canyon Avenue  
 North Hollywood, California 91605  
 Attention: Ann Britt, Executive Director  
 Telephone: (818) 763-1718

P. Watts Healthcare Corporation  
 10300 South Compton Avenue  
 Los Angeles, California 90002  
 Attention: William Hobson, President/CEO  
 Telephone: (323) 357-4417

3. TERMS:

December 1, 2005 through February 28, 2006 (CARE Title I, Year 15)

4. FINANCIAL INFORMATION:

	<u>Term 1</u>	<u>Totals</u>
HRSA CARE Title I	<4,237,441>	<4,237,441>
State Funds	< 38,925>	< 38,925>
<u>Net County Cost:</u>	<u>\$ 46,743</u>	<u>\$ 46,743</u>
Maximum County Obligation:	\$4,323,109	\$4,323,109

5. GEOGRAPHIC AREA SERVED:

Countywide

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Mario J. Perez, Interim Director, Office of AIDS Programs and Policy

7. APPROVALS:

Office of AIDS Programs and Policy:	Mario J. Perez, Interim Director
Public Health:	John F. Schunhoff, Ph.D., Chief of Operations
Contracts and Grants Division	Cara O'Neill, Chief
County Counsel (approval as to form):	Eva Vera, Senior Deputy County Counsel

HIV/AIDS RELATED SERVICES						
Agency and Agreement Number	Term 1	Total	SPA	Supv. Dist.	Performance as of May 31, 2005	
AMBULATORY/OUTPATIENT MEDICAL SERVICES AMENDMENTS - TITLE I Amendment Term: 12/1/05 - 2/28/06						
AIDS Healthcare Foundation No. H-209007 (CHAIN)	\$80,931	\$80,931	1, 2, 3, 4, 5, 6, 7, 8	1, 2, 3, 4, 5	Agency is exceeding goals.	
AIDS Healthcare Foundation No. H-209006	\$1,860,019	\$1,860,019	1, 2, 3, 4, 5, 6, 7, 8	1, 2, 3, 4, 5	Agency is exceeding goals.	
AltaMed Health Services Corporation H-209203	\$436,621	\$436,621	3, 7	1	Agency needs to improve performance regarding service goals.	
Catalyst Foundation No. H-300152	\$1,766	\$1,766	1	5	Agency needs to improve performance regarding service goals.	
Childrens Hospital Los Angeles No. H-209022	\$39,539	\$39,539	4	3	Agency needs to improve performance regarding service goals.	
City of Long Beach No. H-209210	\$27,324	\$27,324	8	4	Agency is meeting goals.	

HIV/AIDS RELATED SERVICES						
Agency and Agreement Number	Term 1	Total	SPA	Supv. Dist.	Performance as of May 31, 2005	
City of Pasadena No. H-209212	\$232,253	\$232,253	3	5	Agency is meeting goals.	
El Proyecto del Barrio No. H-209031	\$65,193	\$65,193	2	3	Agency is exceeding goals.	
East Valley Community Health Center No. H-209088	\$153,212	\$153,212	3	1, 5	Agency needs to improve performance regarding service goals. Improvement plan implemented.	
L.A. Gay & Lesbian Comm Services Center No. H-209013	\$871,675	\$871,675	4	3	Agency is meeting most of the goals.	
Long Beach Memorial Miller Medical Center No. H-209237	\$67,748	\$67,748	8	4	Agency is exceeding goals.	

HIV/AIDS RELATED SERVICES						
Agency and Agreement Number	Term 1	Total	SPA	Supv. Dist.	Performance as of May 31, 2005	
Northeast Valley Health Corporation No. H-209011	\$13,250	\$13,250	2	3	Agency is exceeding goals.	
Northeast Valley Health Corporation No. H-209014	\$142,346	\$142,346	2	3	Agency is meeting goals.	
St. Mary Medical Center No. H-209015	\$136,474	\$136,474	8	4	Agency is exceeding goals.	
Tarzana Treatment Center No. H-209018	\$49,922	\$49,922	2	3	Agency is meeting most goals.	
T.H.E. Clinic, Inc. No. H-209012	\$86,914	\$86,914	2	2	Agency is meeting goals.	
Valley Community Clinic No. H-209017	\$18,258	\$18,258	2	3	Agency is exceeding goals.	
Watts Healthcare Corporation No. H-209575	\$39,664	\$39,664	6	2	Agency is exceeding goals.	

**Exhibit I**

Contract No. H-209203

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
AMBULATORY/OUTPATIENT MEDICAL SERVICES AGREEMENT**

Amendment No. 13

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2005,

by and between COUNTY OF LOS ANGELES (hereafter  
"County"),  
and ALTAMED HEALTH SERVICES CORP.  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled  
"HUMAN IMMUNODEFICIENCY VIRUS (HIV) ACQUIRED IMMUNE DEFICIENCY  
SYNDROME (AIDS) AMBULATORY/OUTPATIENT MEDICAL SERVICES  
AGREEMENT", dated March 3, 1998, and further identified as  
Agreement No. H-209203, and any Amendments thereto (all hereafter  
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend  
Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in  
the form of a written Amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on December 1, 2005.

2. The first paragraph of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on March 3, 1998 and continue in full force and effect through February 28, 2006, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF and GG, attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph L, shall be added to Agreement as follows:

"L. During the period of December 1, 2005 through February 28, 2006, the maximum obligation of County for all services provided hereunder shall not exceed Four Hundred Thirty-Six Thousand, Six Hundred Twenty-One Dollars (\$436,621). Such maximum obligation is comprised of Four Hundred Thirty Thousand, Four Hundred Sixty dollars (\$430,460) in CARE Act Title I, Year 15 funds, Three



Thousand, Two Hundred Seventy-Five Dollars (\$3,275) in States funds and Two Thousand, Eight Hundred Eighty-Six Dollars (\$2,886) in County AIDS funds. This sum represents the total maximum obligation of County as shown in Schedules 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, and 87, attached hereto and incorporated herein by reference."

5. Paragraph 6, COMPENSATION, shall be amended to read as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net costs set forth in Schedules 1, 2, 3-B, 4-A, 5, 6, 10, 13, 14, 16, 17, 20, 21, 22, 23, 24, 25, 28, 33, 34, 40, 45, 50, 53, 55, 56, 57, 61, 62, 66, 67, 68, 69, 70, 71, 74, 77, 78, and 83, and on a fee-for-service basis as set forth in Schedules 26, 27, 29, 30, 31, 32, 35, 36, 38, 39, 40, 42, 43, 44, 46, 47, 48, 51, 52, 54, 58, 59, 60, 63, 64, 65, 72, 73, 75, 76, 79, 80, 81, 82, 84, 85, 86, and 87, and the FEE-FOR-SERVICE REIMBURSEMENT paragraph of this Agreement."

6. Paragraph 7, CONFLICT OF TERMS, shall be amended to read as follows:

"7. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this

Agreement including its ADDITIONAL PROVISIONS and that of any of the Exhibits, Attachments, and Schedules attached hereto and any documents incorporated herein by reference, the language in this Agreement shall govern and prevail in the following order:

Exhibits A, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF and GG,

Schedules 1, 2, 3-B, 4-A, 5, 6, 10, 13, 14, 16, 17, 20, 21, 22, 23, 24, 25, 28, 33, 34, 40, 45, 50, 53, 55, 56, 57, 61, 62, 66, 67, 68, 69, 70, 71, 74, 77, 78, and 83, and on a fee-for-service basis as set forth in schedules 26, 27, 29, 30, 31, 32, 35, 36, 38, 39, 40, 42, 43, 44, 46, 47, 48, 51, 52, 54, 58, 59, 60, 63, 64, 65, 72, 73, 75, 76, 79, 80, 81, 82, 84, 85, 86, and 87;

Exhibits B, C, D, E, F and G."

7. Exhibits CC, DD, EE, FF and GG, SCOPES OF WORK FOR HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, are attached to this Amendment and incorporated in Agreement by reference.

8. Schedules 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, and 87, BUDGETS FOR HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, are attached to this Amendment and incorporated in Agreement by reference.

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County  
of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

ALTAMED HEALTH SERVICES CORP.  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants

**EXHIBIT DD**

**ALTAMED HEALTH SERVICES CORPORATION**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL**

1. DEFINITIONS:

A. Immune deficiency caused by the Human Immunodeficiency Virus (HIV) is a spectrum of disease which ranges from asymptomatic HIV disease to Acquired Immune Deficiency Syndrome (AIDS) as defined by the Federal Centers for Disease Control and Prevention (CDC).

B. HIV/AIDS ambulatory/outpatient medical (AOM) services are up-to-date educational, preventive, diagnostic, and therapeutic medical services provided by licensed health care professionals with requisite training in HIV/AIDS. Such services shall include HIV/AIDS ambulatory/outpatient medical care for persons throughout the entire continuum of HIV disease.

The primary purposes of HIV/AIDS ambulatory/outpatient medical services are to interrupt or delay the progression of HIV disease, prevent and treat opportunistic infections, and promote optimal health. The secondary purpose is to interrupt the further transmission of HIV infection by providing the background for appropriate behavioral change.

These services shall be provided within a facility licensed and Medi-Cal certified by the California Department of Health Services (CDHS) and in accordance with current federal and State standards for such facilities.

Provider shall demonstrate cultural and linguistic competency in services provided to a target population. Translation/Language Interpreters Federal and state language access laws (Title VI of the Civil Rights Act of 1964 and California's 1973 Dymally-Alatorre Bilingual Services Act) require health care facilities that receive federal or state funding to provide competent interpretation services to limited English proficiency (LEP) patients at no cost, in order to ensure equal and meaningful access to health care services.

C. New Client/Patient: A "new client/patient" is defined as a client who is receiving ambulatory/outpatient medical services for the first time through this Contractor. A client is only considered new once under an agency's service category.

D. Unduplicated Client/Patient: An "unduplicated client" is defined as any new, returning or continuing client who has received services in the reporting period of December 1, 2005 through February 28, 2006. The client is

only counted once, regardless of how many times that client receives services in the reporting period.

E. Licensed, Primary Health Care Professional: For purposes of this Agreement, a licensed, primary health care professional is defined as a physician, physician assistant, and/or nurse practitioner providing primary HIV/AIDS medical care. Such persons shall be licensed to practice by the State of California.

F. Medical Visit: A medical visit is defined as a face-to-face encounter between a client and a licensed, primary health care professional which involves the following seven components: (1) history; (2) examination; (3) medical decision making; (4) counseling; (5) coordination of care; (6) nature of presenting problem; and (7) time. These components are based on the *Physicians' Current Procedural Terminology* (CPT).

The first three of these components (history, examination, and medical decision making) plus time are the key components in determining the level of evaluation and management services as they relate to the appropriate CPT code describing the service provided. These key components are required at every encounter to qualify as a medical visit. The remaining components (counseling, coordination,

and nature of presenting problem) are considered contributory factors. Although these factors are important, it is not required that these services be provided at every encounter to qualify as a medical visit.

At a minimum, a medical visit for a new client shall include a detailed history, detailed examination, and medical decision of low complexity.

At a minimum, a medical visit for a returning client shall include a problem focused history, problem focused examination, and straightforward medical decision making. Without a face-to-face encounter between a licensed, primary health care professional and a client involving the aforementioned evaluation, diagnostic, and treatment components, procedures such as drawing blood, collecting specimens, performing laboratory tests, taking x-rays, and/or filling or dispensing prescriptions, shall not constitute a separate medical visit.

G. Counseling: Counseling is a discussion with a client/patient and/or family concerning one or more of the following areas: (1) diagnostic results, impressions, and/or recommended diagnostic studies; (2) prognosis; (3) risks and benefits of treatment options; (4) instructions for management (treatment) and/or follow-



up; (5) risk factor reduction; and (6) client/patient and family education. All counseling provided shall be documented in the unit record.

H. Nurse Case Management Visit: A nurse case management visit is defined as a face-to-face encounter between the registered nurse and client involving such activities as nursing assessment; triage; counseling; education; interim follow-up requiring professional skilled nursing, but not requiring that the client be seen by a primary health care professional; referral linkage and coordination of care.

2. PERSONS TO BE SERVED: HIV/AIDS ambulatory/outpatient medical services shall be provided to individuals meeting Ryan White eligibility requirements with HIV disease or AIDS residing within Los Angeles County. Latinos (as) with special emphasis on gay/bisexual and monolingual Spanish-Speaking persons in Los Angeles County are the primary target populations to be served hereunder in accordance with Attachment 1, "Service Delivery Specifications", attached hereto and incorporated herein by reference.

At the East Los Angeles site, Contractor shall provide HIV/AIDS ambulatory/outpatient medical services for a minimum of one hundred seventy-five (175) unduplicated clients. Contractor

shall provide a minimum of one thousand, four hundred (1,400) medical visits.

At the Pico Rivera site, Contractor shall provide HIV/AIDS ambulatory/outpatient medical services for a minimum of thirty (30) unduplicated clients. Contractor shall provide a minimum of two hundred forty (240) medical visits.

At the El Monte site, Contractor shall provide HIV/AIDS ambulatory/outpatient medical services for a minimum of twenty-five (25) unduplicated clients. Contractor shall provide a minimum of two hundred (200) medical visits.

3. COUNTY'S MAXIMUM OBLIGATION: During the period of December 1, 2005 through February 28, 2006, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS ambulatory/outpatient medical services shall not exceed Four Hundred Nineteen Thousand, Eight Hundred Thirty-Five Dollars (\$419,835).

4. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth at the East Los Angeles site in Schedules 71 and 74, at the Pico Rivera site in Schedule 78, and at the El Monte site in Schedule 83.

B. County agrees to compensate Contractor on a fee-for-service basis for allowable reimbursable costs associated with AIDS Drug Assistance Program (ADAP) eligibility screening activities, in accordance with the rates set forth at the East Los Angeles site in Schedule 72, at the Pico Rivera site in Schedule 79, and at the El Monte site in Schedule 84 attached hereto and incorporated herein by reference, as the rates currently exist or as the rates are modified in the future by the Office of AIDS Programs and Policy (OAPP).

C. Payment for services provided hereunder shall be subject to the provisions set forth in the PAYMENT Paragraph of this Agreement.

D. OAPP reserves the right to convert the existing actual net reimbursable cost schedule to a fee-for-service schedule as deemed appropriate or necessary.

E. County agrees to compensate Contractor on a fee-for-service basis for allowable reimbursable costs associated with Resistance Testing Program (RTP) eligibility screening and testing activities, in accordance with the rates set forth in at the East Los Angeles site in Schedule 73, at the Pico Rivera site 80, and at the El Monte site in Schedule 85, attached hereto and incorporated herein by

reference, as the rates currently exist or as the rates are modified in the future by OAPP.

Only voucher eligible genotypic tests submitted to the Public Health Laboratory (PHL) are eligible for fee-for-service reimbursement of costs. The PHL will accept Medi-Cal for those patients with Medi-Cal eligibility. Contractor shall use a laboratory requisition provided by PHL for this purpose. These tests, if available, are not eligible for fee-for-service reimbursement. Medi-Cal and other third party payors must be utilized prior to fee-for-service reimbursement.

5. CLIENT/PATIENT FEE SYSTEM: Contractor shall comply with provisions of Section 2605 (d) of Title 26 (CARE Act) which is entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Agreement as Exhibit B.

Contractor shall be responsible for developing and implementing a client/patient fee system. This fee system shall be submitted to OAPP within thirty (30) days of the execution of this Agreement for review and approval. Such system shall include, but not be limited to, the following components:

(1) procedures and forms used in financial screening of clients;  
(2) schedule of fees; (3) procedures and forms used in determining whether client is covered by any third party payor,

such as Medicare, Medi-Cal, managed care program, or other private insurance; (4) financial screening for the CDHS ADAP and RTP; (5) description of mechanism or procedures used in assisting clients in applying for public benefits, entitlement programs, and/or other health insurance programs for which they may be eligible; and (6) the frequency intervals of subsequent client financial screenings.

Notwithstanding any other provisions of this Paragraph, Contractor shall pursue funding from public assistance, entitlement programs, and other health insurance programs for which each client/patient may be eligible.

6. CLIENT/PATIENT ELIGIBILITY: Contractor shall ensure that HIV infection is confirmed for all clients by an accepted laboratory diagnostic test. Such confirmation shall be documented in each client's medical record.

7. SERVICE DELIVERY SITE(S): Contractor's facilities where services are to be provided hereunder are located at: East Los Angeles HIV Clinic, 5427 East Whittier Boulevard, Los Angeles, California 90022; Pico Rivera HIV Clinic, 9436 East Slauson Avenue, Pico Rivera, California 90660; and El Monte HIV Clinic, 10454 East Valley Boulevard, El Monte, California 91731.

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

8. SERVICES TO BE PROVIDED/STANDARDS OF CARE: Contractor shall provide comprehensive, up-to-date HIV/AIDS ambulatory/outpatient medical services to eligible clients. Such services shall be client centered and in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, current medical and nursing practice in the field of HIV/AIDS based on Department of Health and Human Services' Guidelines for the Use of Antiretroviral Agents in HIV-infected Adults and Adolescents (July 14, 2003 and MMWR June 14, 2002), CDC Sexually Transmitted Disease Treatment Guidelines (Reported in MMWR May 10, 2000), Guidelines for Preventing Opportunistic Infections Among HIV-Infected Persons 2002 (MMWR June 14, 2002) and the Journal for Medical Association's (JAMA), Antiretroviral Drug Resistance Testing in Adult HIV-1 Infection, (July 10, 2002), as they currently exist or as they are updated in the future, the terms of this Agreement, and in accordance with the Resistance Testing Program Protocol (June 2002) as developed by, and provided to Contractor by OAPP. As a component of care, Contractor shall demonstrate targeted

cultural sensitivity and linguistic competency in providing services.

HIV/AIDS ambulatory/outpatient medical services shall be provided by a multidisciplinary team. The core team shall consist of a primary care provider at the level of a State of California licensed physician, nurse practitioner, and/or physician's assistant; a medical social worker and a registered nurse. The expanded team will include a registered dietitian, health educator, treatment educator/advocate, and/or other ancillary support service providers or formal coordination of these services.

Contractor's health care providers shall maintain their knowledge and skill levels up-to-date in accordance with the rapidly expanding information and changes in prevention and treatment approaches in the HIV field. The clinical care of persons with HIV/AIDS requires clinicians with specialized expertise in the practice of HIV medicine. Knowledge about the clinical management of HIV infection has rapidly evolved requiring frequent changes in state of the art practice and the integration of evidence based advances into routine care for persons living with HIV.

The medical provider shall have extensive clinical care experience with knowledge of direct management of antiretroviral

therapy along with significant diagnostic and therapeutic experience in the ambulatory care of the HIV infected patient. The medical provider's experience and training be consistent with Attachment G.

HIV/AIDS services which are funded under separate categories such as case management, mental health care, treatment education, child care, home health, dental, and legal services are not reimbursable under this Agreement for HIV/AIDS ambulatory/outpatient medical services. Therefore, it is important that Contractor collaborate with other providers for these needed HIV/AIDS services for its clients, especially if Contractor does not itself have these programs available.

Services to be provided shall include, but not be limited to:

A. Promoting the availability of HIV/AIDS ambulatory/outpatient medical services to target population, professional communities, and other HIV/AIDS services providers.

B. Collaborating with providers of other HIV/AIDS services such as case management, mental health, treatment education, and child care. Contractor is strongly encouraged to establish communication and implement formal relationships with providers of these other HIV/AIDS service



modalities to better meet the needs of its clients without duplication of services. This may entail such approaches as staff from other HIV/AIDS service agencies providing their respective services on-site at the ambulatory/outpatient medical clinic and becoming part of the multidisciplinary team.

C. Providing primary HIV medical care which documents in the unit record, at a minimum, the following:

- (1) Medical evaluation, including history and physical examination; diagnosis; and treatment;
- (2) Client counseling about diagnosis, prognosis, treatment options, risks and benefits of treatment, instructions about treatment, prevention, risk factor reduction, and client and family education;
- (3) Regular health maintenance at appropriate intervals depending on health status or disease progression;
- (4) Routine Chest X-ray for detection of asymptomatic Tuberculosis and as a baseline;
- (5) Gynecologic evaluation with pelvic examination and PAP smear at baseline, repeated in six (6) months and annually thereafter;
- (6) Age appropriate immunizations;

(7) Managing antiretroviral drugs, protease inhibitors, and any other HIV pharmacological treatments which may be developed and approved through the Federal Food and Drug Administration for use in the treatment of persons with HIV disease;

(8) Providing client counseling about issues such as compliance, drug interaction, and drug side effects which may arise with the use of antiretroviral drugs, protease inhibitors, and other medications.

(9) Maintenance of optimal health of clients with chronic illness;

(10) Prevention of disability and disease through detection, education, prophylaxis, and preventive treatment; and

(11) Screening for nutrition related problems with a new diagnosis, with any status change and at least every six months, with appropriate referral to a registered dietitian.

(12) Referral to a registered dietitian for medical nutrition therapy for the following conditions:

(a) physical changes and weight concerns, (b) oral/GI symptoms, (c) metabolic complications and other medical conditions (diabetes, hyperlipidemia, hypertension,

etc.), (d) barriers to nutrition, living environment, functional status, (e) behavioral concerns or unusual eating behaviors, and (f) change in diagnosis.

(13) Referrals to medical subspecialty care when appropriate.

D. Providing primary HIV nursing care performed by a registered nurse which shall include, but not be limited to:

- (1) nursing assessment, evaluation, and follow-up;
- (2) triage, when appropriate; (3) consultation and ongoing communication with the primary health care professional about the client and any changes in client's condition, situation, nursing needs, and needs/status relating to medical and support services; (4) client counseling;
- (5) client and family education; (6) administering and supervising intravenous therapy including chemotherapy;
- (7) provision of those services which require substantial specialized nursing skill; (8) initiation of appropriate preventive nursing procedures; and (9) coordination of other services to assist in the medical management of client.

E. Providing medical social work services within the ambulatory/outpatient medical clinic performed by a person with a Master's of Social Work (M.S.W.) degree which shall include, but not be limited to: (1) conducting an initial,

comprehensive psychosocial assessment of all new clients/patients and periodic reassessments as indicated by changes in client's status. The assessment shall include indications of acute and/or ongoing mental health or substance use issues, the client's adjustment to HIV disease and or related illness, understanding of the diagnosis, recommended treatment and barriers to treatment adherence; (2) providing psychosocial interventions in accordance with the, Social Work Code of Ethics; (3) providing linked referrals for supportive services; (4) providing consultation and ongoing communications with the other members of the multi-disciplinary team regarding client care and results of assessment, referrals, and psychosocial interventions.

F. Conducting tuberculosis (TB) screening in accordance with the procedures set forth in Exhibits of this Agreement. TB screening shall be conducted annually unless indicated sooner by subsequent exposure/contact with active TB or client presents with signs and symptoms of pulmonary disease.

G. Conducting screening for sexually transmitted diseases (STD) in accordance with the procedures set forth in Exhibit D of this Agreement. Screening for Chlamydia and

Gonorrhea shall be conducted annually and as needed through an ongoing risk assessment evaluation. Screening for Syphilis shall be conducted every six months and as needed through an ongoing risk assessment evaluation. Partner notification and risk reduction counseling shall be included with all STD management. These guidelines are subject to modification through written notification by OAPP's Medical Director.

H. Contractor shall provide for client treatment any clinically indicated medication, including all currently approved drugs for HIV disease and HIV disease related conditions. Drug treatment shall be provided in accordance with the Food and Drug Administration drug approval guidelines unless the drug treatment is part of a formally approved research program with informed consent.

I. Contractor shall conduct eligibility screening for the ADAP for a minimum of thirty-four (34) new enrollments and one hundred forty-seven (147) recertifications. ADAP screening for recertification shall be conducted annually.

(1) Contractor shall provide ADAP eligibility screening in accordance with Attachment I, CDHS, "Eligibility Guidelines" as directed by the CDHS Office of AIDS, ADAP, attached hereto and incorporated herein

by reference, as they currently exist or as modified by the CDHS. ADAP Coordinator shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

(2) If a client is eligible for participation in the CDHS ADAP and medication(s) listed on the ADAP formulary is (are) indicated for client treatment, Contractor shall prescribe such medications and refer client to a participating ADAP pharmacy. The directory of ADAP participating pharmacies is available at the following Pharmacy Benefit Management company website PMDC [www.pmdc.org](http://www.pmdc.org). Drugs listed on the ADAP formulary shall not be a charge to nor reimbursable hereunder.

(3) For medications which are not listed on the ADAP formulary and are indicated for client treatment, Contractor shall provide such drugs for its clients. The non-ADAP drugs listed on Exhibit E-2 "OAPP HIV/AIDS Ambulatory Outpatient Medical Non-ADAP Drug Formulary", may be charged to and are reimbursable hereunder. Drugs not listed on Exhibit E-2 shall not be reimbursable hereunder. ADAP Coordinator shall notify Contractor of any revision of this Formulary, which shall become part of this Agreement.

(4) Clients' share of cost under any entitlement or insurance program shall not be a charge to nor reimbursable hereunder. This is not an allowable cost for Ryan White CARE Act funds.

J. Contractor shall conduct eligibility screening and provide testing for the RTP for primary and secondary genotypic tests, up to the amount reflected in the budget.

(1) Contractor shall determine appropriateness of RTP Screening.

(2) Determine financial eligibility for RTP.

(3) Provide patient pre-test education.

(4) Draw blood/plasma sample pursuant to the Resistance Testing Policy and Procedures.

(5) Contractor shall ensure pre-test patient education, transportation of blood/plasma sample to the PHL, professional interpretation of test result, post-test patient education (including adherence counseling), and adjustment and/or maintenance of the medication consistent with test results in accordance with OAPP "Resistance Testing Policy and Procedures" and with Attachment II, CDHS, "Recommended General Clinical Guidelines" as directed by the CDHS Office of AIDS, Resistance Testing Program, attached hereto and

incorporated herein by reference, as they currently exist or as modified by the CDHS. RTP Coordinator shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

K. Provide ongoing medical nutrition therapy by a registered dietitian in accordance with current HIV nutrition protocols and evidence based guidelines and as updated based on the American Dietetic Association. Registered dietitian will have membership in HIV/AIDS Dietitian Association and maintain completion of current professional education (CPE) units/hours primarily in HIV nutrition and other related medical topics as administered by the Commission on Dietetic Registration.

L. Provide access by referral, to medical specialty services, diagnostic and therapeutic medical services provided by a person who is a licensed as a physician and surgeon by the Medical Board of California or by the California Board of Osteopathic Examiners and has the requisite training and certification in his or her respective medical specialty and/or subspecialty. These services are necessary for the evaluation and treatment of their HIV disease and related conditions beyond the scope of primary HIV medical and nursing care. Medical specialty



services are considered consultative. Clients shall be referred back to the County contracted HIV/AIDS ambulatory/outpatient medical clinic of origin for their ongoing primary HIV medical services. Such medical specialties include, but are not limited to: Ophthalmology, Cardiology; Dermatology; Ear, Nose and Throat; Gastroenterology, General Surgery, Gynecology, Neurology, Oncology, Pulmonology, Podiatry, Proctology, and Urology. Contractor will establish and maintain written agreements, contracts or memoranda or understanding, with various medical specialty providers to furnish referred clients with the necessary diagnostic and therapeutic medical specialty services. Such agreements shall contain provisions for communication, both verbal and written, between the referring primary physician and the consulting physician specialist. Such agreements will be submitted to OAPP's Medical Director for review and discussion.

M. Contractor shall develop and implement a broken appointment policy and procedure to ensure client retention and continuity of services with regards to broken or failed appointments. Follow-up of broken appointments may consist of a telephone call, correspondence, or direct contact, or may involve all of the above in a concerted effort to

maintain the client in care. These interventions shall be documented in the client record.

N. Developing and maintaining a current written manual of policies and procedures. The manual shall include, but not be limited to, mandatory policies, procedures, protocols, and standards of care related to the following:

(1) Coordination of care with other providers for the provision of specialty medical and surgical care, case management, mental health care, treatment education, behavioral change services, emergency medical services, inpatient care, research opportunities, and pharmaceuticals.

(2) Client's hospitalization arrangements. Such arrangements shall not be a charge to nor reimbursable hereunder.

(3) Home health care for clients whose health status warrants these additional intermittent services but does not require acute hospital care. Such procedures shall include mechanisms for coordination of care between primary caregivers, inpatient providers, and home care providers. Such referrals shall not be a charge to nor reimbursable hereunder.

(4) Referrals to case management services, mental health services, and other community or public health services as needed. Such referrals shall not be a charge to nor reimbursable hereunder.

O. Maintaining linkages with AIDS Clinical Treatment Units (ACTU) and research consortia of community physicians (e.g. Search Alliance, SW-ComBAT).

P. Performing assessments of client's needs and satisfaction by conducting random, anonymous client surveys at least semi-annually. The surveys shall be documented and shall include demographic information.

9. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS:

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services.

10. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following reports:

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for HIV/AIDS ambulatory/outpatient services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California 90005, Attention: Financial Services Division.

B. Semi-annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by OAPP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports

shall include all the required information and be completed in the designated format.

E. State Mandated HIV Reporting: Consistent with State Health and Safety Code (Section 2643.5) health care providers and OAPP funded County and community-based HIV medical outpatient clinics shall comply with the mandated reporting of clients whose laboratory test results indicate HIV, a component of HIV, or antibodies to or antigens of HIV. Each health care provider shall, within seven calendar days of receipt of a patient's confirmed HIV test and Partial Non-Name Code from a laboratory, complete an HIV/AIDS Case Report Form using the Non-Name Code (as specified in Section 2641.75) and report the HIV case to the County HIV Epidemiology Program, unless the provider has previously reported that case.

11. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register client's demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to standardize reporting, importing efficiency of billing, support program evaluation processes, and to provide OAPP and participating contractors with

information relative to the HIV/AIDS epidemic in Los Angeles County.

12. ADDITIONAL REPORTING REQUIREMENTS:

A. In the monthly reports to OAPP, Contractor shall identify the payor source for each reported client receiving HIV/AIDS ambulatory/outpatient medical services.

Contractor's software should currently have a field requesting this information. Clients with third-party coverage include, but are not limited to, those who have or qualify for Medi-Cal and/or Medicare, are covered in a managed care program, or have private insurance.

B. To ensure consistency in the reporting of services provided, Contractor shall use the CPT codes identified and approved by OAPP's Medical Advisory Committee. County shall furnish Contractor with a current listing of approved CPT codes at the commencement of this Agreement. Director shall notify Contractor of any revision of CPT code listing.

13. ADDITIONAL STAFFING REQUIREMENTS: For purposes of this Agreement, Contractor may utilize nurse practitioners or physician's assistants as primary care providers. If Contractor utilizes registered nurses in such extended or advanced roles, Contractor shall develop, implement, and maintain standardized procedures for all medical functions to be performed by the nurse

practitioner. Contractor shall adhere to the "Guidelines for Developing Standardized Procedures" promulgated by the California Board of Registered Nursing and the Medical Board of California. The program's manual shall contain documentation verifying that: 1) nurse practitioners are used as HIV primary care providers in compliance with the licensing and scope of practice contained in the Business and Professions Code and corresponding regulations adopted by the Board of Registered Nurses; and 2) physician's assistants are used as HIV primary care providers in compliance with the licensing and scope of practice contained in the Business and Professions Code and corresponding regulations adopted by the Medical Board of California.

14. PROGRAM RECORDS: Contractor shall maintain and/or ensure that its subcontractor(s) maintain adequate health "unit records" which shall be current and kept in detail consistent with good medical and professional practice in accordance with the California Code of Regulations on each individual client. Such records shall include, but shall not be limited to: admission record, client interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. All clinical and health services records shall be co-located in a "unit record."

A. CLIENT RECORDS: Such records shall include, but not be limited to: (1) documentation of HIV disease or AIDS diagnosis; (2) complete medical and social history; (3) completed physical examination and assessment signed by a licensed health care professional; (4) differential diagnosis; (5) current and appropriate treatment/management plan; (6) current problem list; (7) progress notes documenting client status, condition, and response to interventions, procedures, medications; and (8) documentation of all contacts with client including date, time, services provided, referrals given, and signature and professional title of person providing services.

B. Collection and maintenance of pertinent data for any studies which may be conducted.

C. Maintenance of all written agreements with subcontractors, consultants, other HIV/AIDS service providers for provision of services hereunder or related services utilized to enhance Contractor's HIV/AIDS ambulatory/outpatient medical services.

15. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of



tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and if positive, a written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit F, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

16. TUBERCULOSIS CONTROL: Contractor shall adhere to Exhibit G, "Tuberculosis Exposure Control Plan for Medical Outpatient Facilities" as provided by the Los Angeles County Department of Health Services' Tuberculosis Control Program, attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of this Plan, which shall become part of this Agreement.

17. QUALITY MANAGEMENT PLAN: Contractor shall submit to OAPP within ninety (90) days of the receipt of this Agreement its written Quality Management (QM) plan. The QM plan shall describe the process for continually assessing the Contractor's program effectiveness in accomplishing contractor mission, goals, and objectives. The plan shall describe the process for the following components:

QM Committee, Written Policies & Procedures, Client Feedback, Program Staff, Measurable Program/Service Quality Indicators, QM Plan Implementation, and Quality Assessment & Management Reports.

A. Quality Management Committee: The QM Committee shall develop, review, and revise the agency's QM plan on an annual basis. In addition, the QM Committee shall continually assess and make recommendations regarding the improvement of program services. It shall at a minimum, be responsible for developing plans of corrective action for identified program deficiencies. The Committee shall consist of persons representative of the program and agency such as clients, volunteers, program staff, management, consultants and others (e.g., staff from other community-based organizations). The project coordinator(s) under this contract must be included as a Committee member. Committee membership shall be described at a minimum, by name, title, and role, and the constituency represented (i.e., staff, management, client). The Contractor shall review the Committee recommendations and ensure recommendations are appropriately implemented.

A separate Committee need not be created if the contracted program has established an Advisory Committee or

the like, so long as its composition and activities conform to the criteria described in this Agreement.

The QM Committee activities shall be documented. Required documentation shall include but not be limited to agendas, sign-in sheets, QM Committee meeting minutes (including date, time, topics discussed, recommendations, and corrective actions).

B. Written Policies and Procedures: The QM plan shall describe the process for reviewing and modifying written policies and procedures. In addition, the plan shall specify that policies be reviewed at a minimum of once a year, approved and signed by the Executive Director or designee. Policies and procedures shall be based on essential program activities and scopes of work specific to this contract. Written policies and procedures shall be maintained in a manual and available for review at the time of a monitoring review.

C. Client Feedback: The QM plan shall include a mechanism for obtaining ongoing feedback from program participants regarding program effectiveness, accessibility, and client satisfaction. The QM plan shall describe the method(s) to be used for client feedback (e.g., satisfaction surveys, focus groups, interviews, etc.). Client feedback shall be collected on an ongoing basis or at a minimum of

semi-annually. The QM plan shall describe how client feedback data will be managed by the QM Committee and used to make improvements to the program.

D. Program Staff: The QM plan shall describe the process for developing, training and monitoring staff performance. The QM plan shall specify that staff is evaluated annually.

E. Measurable Program/Service Process and Outcome Indicators: Indicators are intended to measure:

(1) Process: How well the services are being provided;

(2) Outcome: The benefits or other results for clients that may occur during or after program participation.

By developing a set of indicators specific to each program, establishing a measurable minimum standard for each indicator, and conducting an assessment on the extent to which the indicator is met, the Contractor shall assess the quality of service delivery on an ongoing basis. The QM Committee is responsible for developing and shall describe in its minutes, a plan of corrective action to address indicators that are marginally met and describe how the results of the measurable data will be used to improve services.

Process and Outcome indicators shall be developed based on key activities described in the SERVICES TO BE PROVIDED Paragraph of this Exhibit. The QM plan shall require measurement of and include at a minimum the following measurable program and/or services indicators:

(3) Process:

(a) 100% of all clients obtaining a CD4 count at initial medical assessment visit.

(b) 80% of all clients obtaining a viral load at initial medical assessment visit.

(4) Outcome:

(a) Clients will demonstrate an increased/stabilized CD4 count from initial count.

(b) Clients will achieve a decreased/stabilized viral load from initial count..

F. QM PLAN IMPLEMENTATION: Contractor shall implement its QM plan to ensure the quality of the services provided are assessed and improved on a continuous basis.

G. Quality Management (QM) Summary Reports: The QM plan shall include the requirement for two (2) brief and concise Quality Management Summary Reports, Mid-Year and Year-End. These reports shall be developed by the QM

Committee and signed by the Executive Director. The following reports shall be made available to the OAPP Program Manager at the time of monitoring review or upon request by County:

(1) Mid-Year QM Summary Report shall at a minimum document:

- (a) areas of concern identified by the QM Committee
- (b) program performance,
- (c) results of process and outcome measurement,
- (d) data collected from client feedback, and
- (e) results of plans of corrective action.

(2) Year-End QM Summary Report shall at a minimum document:

- (a) outcomes of implementing plans of corrective actions for the previous six months, and
- (b) overall QM program performance.

SCHEDULE 71

ALTAMED HEALTH SERVICES CORPORATION - EAST LOS ANGELES  
HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL

	<u>Budget Period</u>
	December 1, 2005 through <u>February 28, 2006</u>
Salaries	\$ 95,696
Employee	\$ 23,924
Travel	\$ 540
Equipment	\$ -0-
Supplies	\$ 13,777
Other	\$ 80,601
Consultants/Subcontracts	\$ 13,890
Indirect Cost	<u>\$ 17,887</u>
TOTAL PROGRAM BUDGET	\$246,315

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 72

ALTAMED HEALTH SERVICES CORPORATION - EAST LOS ANGELES

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL  
AIDS DRUG ASSISTANCE PROGRAM

Budget Period

December 1, 2005  
through  
February 28, 2006

Maximum Obligation \$2,975

Fee-for-Service Rate:

Client Enrollment	\$30
Client Recertification	\$15

Contractor shall be reimbursed for AIDS Drug Assistance Program activities at the fee-for-service reimbursement rate as they currently exist or as they are modified by the Office of AIDS Programs and Policy.

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.



SCHEDULE 73

ALTAMED HEALTH SERVICES CORPORATION - EAST LOS ANGELES

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL  
RESISTANCE TEST PROGRAM

Budget Period

December 1, 2005  
through  
February 28, 2006

Maximum Obligation \$475

Fee-For-Service Rate:

Primary Test	\$50
Secondary Test	\$32

Contractor will be reimbursed for Resistance Test Program (RTP) activities at the fee-for-service reimbursement rate as they currently exist or as they are modified by the Office of AIDS Programs and Policy.

RTP voucher allocation and distribution to Contractor will be based on availability of RTP voucher from the State Office of AIDS. Therefore, Contractor may not receive a voucher allocation from OAPP sufficient to expand the maximum allocation.

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 74

ALTAMED HEALTH SERVICES CORPORATION - EAST LOS ANGELES

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL  
NUTRITIONAL COUNSELING

Budget Period

December 1, 2005  
through  
February 28, 2006

Salaries	\$ 6,663
Employee	\$ 1,666
Travel	\$ 54
Equipment	\$ -0-
Supplies	\$ 60
Other	\$ 75
Consultants/Subcontracts	\$ -0-
Indirect Cost	<u>\$ 842</u>
TOTAL PROGRAM BUDGET	\$ 9,360

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 78

ALTAMED HEALTH SERVICES CORPORATION - PICO RIVERA

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL  
(MINORITY AIDS INITIATIVE)

	<u>Budget Period</u>
	December 1, 2005 through <u>February 28, 2006</u>
Salaries	\$ 45,224
Employee	\$ 11,305
Travel	\$ 173
Equipment	\$ -0-
Supplies	\$ 3,502
Other	\$ 33,776
Consultants/Subcontracts	\$ 1,500
Indirect Cost	<u>\$ 8,475</u>
TOTAL PROGRAM BUDGET	\$103,955

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 79

ALTAMED HEALTH SERVICES CORPORATION - PICO RIVERA

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL  
AIDS DRUG ASSISTANCE PROGRAM

Budget Period

December 1, 2005  
through  
February 28, 2006

Maximum Obligation \$150

Fee-for-Service Rate:

Client Enrollment	\$30
Client Recertification	\$15

Contractor shall be reimbursed for AIDS Drug Assistance Program activities at the fee-for-service reimbursement rate as they currently exist or as they are modified by the Office of AIDS Programs and Policy.

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 80

ALTAMED HEALTH SERVICES CORPORATION - PICO RIVERA

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL  
RESISTANCE TEST PROGRAM

Budget Period

December 1, 2005  
through  
February 28, 2006

Maximum Obligation \$275

Fee-For-Service Rate:

Primary Test	\$50
Secondary Test	\$32

Contractor will be reimbursed for Resistance Test Program (RTP) activities at the fee-for-service reimbursement rate as they currently exist or as they are modified by the Office of AIDS Programs and Policy.

RTP voucher allocation and distribution to Contractor will be based on availability of RTP voucher from the State Office of AIDS. Therefore, Contractor may not receive a voucher allocation from OAPP sufficient to expand the maximum allocation.

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 83

ALTAMED HEALTH SERVICES CORPORATION - EL MONTE

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL

	<u>Budget Period</u>
	December 1, 2005 through <u>February 28, 2006</u>
Salaries	\$ 23,316
Employee	\$ 5,828
Travel	\$ 81
Equipment	\$ -0-
Supplies	\$ 3,673
Other	\$ 17,184
Consultants/Subcontracts	\$ 1,500
Indirect Cost	<u>\$ 4,323</u>
TOTAL PROGRAM BUDGET	\$ 55,905

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 84

ALTAMED HEALTH SERVICES CORPORATION - EL MONTE

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL  
AIDS DRUG ASSISTANCE PROGRAM

Budget Period

December 1, 2005  
through  
February 28, 2006

Maximum Obligation \$150

Fee-for-Service Rate:

Client Enrollment	\$30
Client Recertification	\$15

Contractor shall be reimbursed for AIDS Drug Assistance Program activities at the fee-for-service reimbursement rate as they currently exist or as they are modified by the Office of AIDS Programs and Policy.

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 85

ALTAMED HEALTH SERVICES CORPORATION - EL MONTE

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL  
RESISTANCE TEST PROGRAM

Budget Period

December 1, 2005  
through  
February 28, 2006

Maximum Obligation \$275

Fee-For-Service Rate:

Primary Test	\$50
Secondary Test	\$32

Contractor will be reimbursed for Resistance Test Program (RTP) activities at the fee-for-service reimbursement rate as they currently exist or as they are modified by the Office of AIDS Programs and Policy.

RTP voucher allocation and distribution to Contractor will be based on availability of RTP voucher from the State Office of AIDS. Therefore, Contractor may not receive a voucher allocation from OAPP sufficient to expand the maximum allocation.

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.



EXHIBIT E-2

OFFICE OF AIDS PROGRAMS AND POLICY  
HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL  
NON-ADAP DRUG FORMULARY

DRUG CLASS	GENERIC NAME	BRAND NAME
<i>Antibiotics</i>	Ceftriaxone Penicillin G Benzathine with Procaine	Rocephin Bicillin
<i>Analgesics</i>	Hydromorphone	Dilaudid
<i>Anti-anxiety</i>	Clonazepam	Klonopin
<i>Anti-asthmatic</i>	Albuterol Inhaler Beclomethasone Inhaler (oral/nasal) Metaproterenol	Proventil / Ventolin Vanceril / Beconase Alupent / Metaprel
<i>Anti-convulsants</i>	Phenobarbital Phenytoin	Luminal Dilantin
<i>Anti-depressant</i>	Mirtazapine	Remeron
<i>Anti-diabetic</i>	Glyburide	DiaBeta / Micronase
<i>Anti-psychotic</i>	Ziprasidone	Geodon
<i>Anti-puritic</i>	Diphenhydramine	Benadryl
<i>Anti-manic</i>	Divalproex Lithium Lamotrigine	Depakote Eskalith, Lithane, etc. Lamictal

---

***Cardiovascular***

Benazepril  
Felodipine ER  
Atenolol  
Hydrochlorthiazide  
Diltiazem  
Verapamil  
Potassium Chloride

Lotensin  
Plendil  
Tenormin  
Hydrodiuril, Oretic  
Cardizem  
Calan  
K-Dur

***Hormonal***

Depo-estradiol  
Conjugated Estrogens  
Levothyroxine

Premarin  
Synthroid

***Topical Corticosteroids***

Hydrocortisone  
Triamcinolone

Hytone  
Aristocort / Kenalog

***Pharmaceuticals***

Influenza Vaccine  
Tetanus Immune Globulin  
Tetanus Toxoid  
Tuberculin Test

Fluzone  
  
PPD

**DEFINITION FOR HIV SPECIALIST**

**AMBULATORY/OUTPATIENT MEDICAL SERVICES**

The clinical care of person with HIV/AIDS requires clinicians with specialized experience in the practice of HIV medicine. Knowledge about the clinical management of HIV infection has rapidly evolved requiring frequent changes in state of the art practice and the integration of evidence based advances into routine care for persons living with HIV. Extensive clinical care experience with direct management of antiretroviral therapy, along with significant diagnostic, therapeutic, and prevention education experience in the ambulatory care of the HIV infected patient is requisite.

Within the scope of ambulatory HIV medical practice the HIV Specialist must meet the following competence:

I. HIV/AIDS Specialist Definition

- A. For the purposes of this section, "AIDS" means Acquired Immunodeficiency Syndrome. For the purposes of this section, "HIV" means the Human Immunodeficiency Virus.
- B. For the purpose of this section, "Category 1 continuing medical education" means continuing medical education courses designated as being in "Category 1" by the Medical Board of California.
- C. The HIV/AIDS Specialist definition referred to herein is consistent with the California Health and Safety Code Section 1374.16 provision for managed care defined HIV Specialist.
- D. For the purposes of this section, an "HIV/AIDS Specialist" means a physician who holds a valid, unrevoked and unsuspended certificate to practice medicine in the State of California who either:
  - 1. is credentialed as an "HIV Specialist" by the American Academy of HIV Medicine (AAHIVM); or
  - 2. meets the following qualifications:

- a. In the immediately preceding 24 months has provided continuous and direct medical care consistent with current Public Health Service Guidelines with peer review and supervision to a minimum of 20 patients who are infected with HIV; and
- b. Has completed any of the following:
  - (1) In the immediately 12 months has obtained board certification or recertification in the field of Infectious Diseases; or
  - (2) In the immediately preceding 12 months has successfully completed a minimum of 30 hours of "Category 1 continuing medical education" in the diagnosis or treatment or prevention education of HIV-infected patients; or
  - (3) In the immediately preceding 12 months has successfully completed a minimum of 15 hours of "Category 1 continuing medical education" in the diagnosis or treatment of HIV-infected patients and has successfully completed the HIV Medicine Competency Maintenance Examination administered by the American Academy of HIV Medicine.
- c. Mid-level Practitioners including Nurse Practitioners and Physician Assistants must meet the above noted qualifications and work under the direct supervision of an HIV/AIDS Specialist Physician.
  - (1) Physician supervision must include regular chart review as well as scheduled direct patient care.
  - (2) Continuing Educational Units (CEU) may substitute for Continuing Medical Education (CME) units to comply with the above qualifications.

- d. Within the scope of ambulatory HIV medical practice, the HIV Specialist must have competence in the following subjects:
  - (1) Current and most recent information about HIV disease and treatments
  - (2) State of the art diagnostic techniques(quantitative viral measures and resistance testing)
  - (3) Immune system monitoring
  - (4) Strategies to assess and promote treatment adherence
  - (5) Management of opportunistic infections and diseases
  - (6) Management of co-morbid disease in the HIV-infected patient (including Tuberculosis, Hepatitis, and Sexually Transmitted Diseases)
  - (7) Information and referrals to clinical trials
  - (8) Clinical Care Coordination including referrals and case management
  - (9) Prevention Education (including behavior change, risk reduction, harm reduction, and partner notification counseling).
- e. Physicians and Mid-level Practitioners who do not meet stated qualifications must provide evidence of supervision by an HIV Specialist and a completion timeline to meet HIV Specialist qualifications. Contractor shall submit such plan to OAPP's Medical Director for approval.

## SERVICE DELIVERY SITE QUESTIONNAIRE

## SERVICE DELIVERY SITES

TABLE 1

Site#   1   of   3  

- |                                      |  |            |       |
|--------------------------------------|--|------------|-------|
| 1. Agency Name:                      | AltaMed Health Services Corporation<br>East Los Angeles HIV Clinic |            |       |
| 2. President and CEO:                | Castulo de la Rocha, JD  |            |       |
| 3. Address of Service Delivery Site: | 5427 East Whittier Boulevard                                       |            |       |
|                                      | Los Angeles  | California | 90022 |
4. In which Service Planning Area is the service delivery site?
- |   |  |
|---|--|
| <u>      </u> One: Antelope Valley      | <u>      </u> Two: San Fernando Valley |
| <u>      </u> Three: San Gabriel Valley | <u>      </u> Four: Metro Los Angeles  |
| <u>      </u> Five: West Los Angeles    | <u>      </u> Six: South Los Angeles   |
| <u>  X  </u> Seven: East Los Angeles    | <u>      </u> Eight: South Bay         |
5. In which Supervisorial District is the service delivery site?
- |   |                                      |
|---|--------------------------------------|
| <u>  X  </u> One: Supervisor Molina         | <u>      </u> Two: Supervisor Burke  |
| <u>      </u> Three: Supervisor Yaroslavsky | <u>      </u> Four: Supervisor Knabe |
| <u>      </u> Five: Supervisor Antonovich   |                                      |
6. Based on the number of medical visits to be provided at this site, what percentage of your allocation is designated to this site?   100%
-

## SERVICE DELIVERY SITE QUESTIONNAIRE

## SERVICE DELIVERY SITES

TABLE 1

Site# 2 of 3

1. Agency Name:	AltaMed Health Services Corporation Pico Rivera HIV Clinic		
2. President and CEO:	Castulo de la Rocha, JD		
3. Address of Service Delivery Site:	9436 East Slauson Avenue		
	Pico Rivera	California	90660

4. In which Service Planning Area is the service delivery site?

- |   |  |
|---|--|
| <u>          </u> One: Antelope Valley      | <u>          </u> Two: San Fernando Valley |
| <u>          </u> Three: San Gabriel Valley | <u>          </u> Four: Metro Los Angeles  |
| <u>          </u> Five: West Los Angeles    | <u>          </u> Six: South Los Angeles   |
| <u>  X  </u> Seven: East Los Angeles        | <u>          </u> Eight: South Bay         |

5. In which Supervisorial District is the service delivery site?

- |   |  |
|---|--|
| <u>  X  </u> One: Supervisor Molina             | <u>          </u> Two: Supervisor Burke  |
| <u>          </u> Three: Supervisor Yaroslavsky | <u>          </u> Four: Supervisor Knabe |
| <u>          </u> Five: Supervisor Antonovich   |  |

6. Based on the number of medical visits to be provided at this site, what percentage of your allocation is designated to this site? 100%

## SERVICE DELIVERY SITE QUESTIONNAIRE

## SERVICE DELIVERY SITES

TABLE 1

Site#   3   of   3  

- |                                      |  |            |       |
|--------------------------------------|--|------------|-------|
| 1. Agency Name:                      | AltaMed Health Services Corporation<br>El Monte HIV Clinic |            |       |
| 2. President and CEO:                | Castulo de la Rocha, JD                                    |            |       |
| 3. Address of Service Delivery Site: | 10454 East Valley Boulevard                                |            |       |
|                                      | El Monte   | California | 91731 |
4. In which Service Planning Area is the service delivery site?
- |   |  |
|---|--|
| <u>        </u> One: Antelope Valley    | <u>        </u> Two: San Fernando Valley |
| <u>  X  </u> Three: San Gabriel Valley  | <u>        </u> Four: Metro Los Angeles  |
| <u>        </u> Five: West Los Angeles  | <u>        </u> Six: South Los Angeles   |
| <u>        </u> Seven: East Los Angeles | <u>        </u> Eight: South Bay         |
5. In which Supervisorial District is the service delivery site?
- |   |  |
|---|--|
| <u>  X  </u> One: Supervisor Molina           | <u>        </u> Two: Supervisor Burke  |
| <u>        </u> Three: Supervisor Yaroslavsky | <u>        </u> Four: Supervisor Knabe |
| <u>        </u> Five: Supervisor Antonovich   |  |
6. Based on the number of medical visits to be provided at this site, what percentage of your allocation is designated to this site?   100%
-



# SERVICE DELIVERY SITE QUESTIONNAIRE

## CONTRACT GOALS AND OBJECTIVES

**TABLE 2**

Enter number of ambulatory/outpatient medical Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Unduplicated Clients	Medical Visits	ADAP	
			No. of New Enrollments	No. of Recertifications
Site # 1	175	1,400	31	135
Site # 2	30	240	1	7
Site # 3	25	200	2	5
Site # 4				
Site # 5				
Site # 6				
Site # 7				
Site # 8				
Site # 9				
Site # 10				
<b>TOTAL</b>	230	1,840	34	147

# SERVICE DELIVERY SITE QUESTIONNAIRE

## CONTRACT GOALS AND OBJECTIVES

**TABLE 2 (Continued)**

Enter number of ambulatory/outpatient medical Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Nutritional Counseling		Case Management, Medical	
	No. of Unduplicated Clients	No. of Contact Hours	No. of Unduplicated Clients	No. of Contact Hours
Site # 1	25	125	N/A	N/A
Site # 2	5	25		
Site # 3	7	37		
Site # 4				
Site # 5				
Site # 6				
Site # 7				
Site # 8				
Site # 9				
Site # 10				
<b>TOTAL</b>	37	187	N/A	N/A

# SERVICE DELIVERY SITE QUESTIONNAIRE

## CLIENT ETHNICITY

**TABLE 3**

Number of Unduplicated Clients by Ethnicity and Service Delivery Site(s).

	<b>African American</b>	<b>Asian or Pacific Islander</b>	<b>Latino /a or Hispanic</b>	<b>Native American</b>	<b>White</b>	<b>Other</b>	<b>TOTAL</b>
Site # 1	13	5	150	0	7	0	175
Site # 2	5	1	21	0	3	0	30
Site # 3	1	4	18	0	2	0	25
Site # 4							
Site # 5							
Site # 6							
Site # 7							
Site # 8							
Site # 9							
Site # 10							
<b>TOTAL</b>	19	10	189	0	12	0	230

# SERVICE DELIVERY SITE QUESTIONNAIRE

## CLIENT GENDER

**TABLE 4**

Number of Unduplicated Clients by Gender and Service Delivery Site(s).

	Female	Male	Transgender	TOTAL
Site # 1	20	153	2	175
Site # 2	5	24	1	30
Site # 3	5	19	1	25
Site # 4				
Site # 5				
Site # 6				
Site # 7				
Site # 8				
Site # 9				
Site # 10				
<b>TOTAL</b>	30	196	4	230

# SERVICE DELIVERY SITE QUESTIONNAIRE

## CLIENT RISK FACTOR

**TABLE 5**

Number of Unduplicated Clients by Risk Factor and Service Delivery Site(s).

	Unprotected Male/Male Sex	Injection Drug Use	Unprotected Male/Male Sex and Injection Drug Use	Unprotected Male/Female Sex	Unprotected Male/Female Sex and Injection Drug Use	From Mother to Newborn	Other	TOTAL
Site # 1	125	2	3	44	1	0	0	175
Site # 2	15	2	2	9	2	0	0	30
Site # 3	18	1	1	4	1	0	0	25
Site # 4								
Site # 5								
Site # 6								
Site # 7								
Site # 8								
Site # 9								
Site #10								
<b>TOTAL</b>	<b>158</b>	<b>5</b>	<b>6</b>	<b>57</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>230</b>

SERVICE DELIVERY SITE QUESTIONNAIRE

**CLIENT SERVICE PLANNING AREA RESIDENCY**

**TABLE 6**

Number of Unduplicated Clients by Service Planning Area Residency and Service Delivery Site(s).

	SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8	TOTAL
Site # 1	0	0	15	37	0	0	123	0	175
Site # 2	0	0	4	0	0	0	26	0	30
Site # 3	0	0	25	0	0	0	0	0	25
Site # 4									
Site # 5									
Site # 6									
Site # 7									
Site # 8									
Site # 9									
Site # 10									
<b>TOTAL</b>	0	0	44	37	0	0	149	0	230

## **EXHIBIT E**

### **PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES**

The purpose of this Patient and Client Bill of Rights is to help enable clients act on their own behalf and in partnership with their providers to obtain the best possible HIV/AIDS care and treatment. This Bill of Rights and Responsibilities comes from the hearts of people living with HIV/AIDS in the diverse communities of Los Angeles County. As someone newly entering or currently accessing care, treatment or support services for HIV/AIDS, you have the right to:

#### **A. Respectful Treatment**

1. Receive considerate, respectful, professional, confidential and timely care in a safe client-centered environment without bias.
2. Receive equal and unbiased care in accordance with federal and state law.
3. Receive information about the qualifications of your providers, particularly about their experience managing and treating HIV/AIDS or related services.
4. Be informed of the names and work phone numbers of the physicians, nurses and other staff members responsible for your care.
5. Receive safe accommodations for protection of personal property while receiving care services.
6. Receive services that are culturally and linguistically appropriate, including having full explanation of all services and treatment options provided clearly in your own language and dialect.
7. Look at your medical records and receive copies of them upon your request (reasonable agency policies including reasonable fees for photocopying may apply).
8. When special needs arise, extended visiting hours by family, partner, or friends during inpatient treatment, recognizing that there may be limits imposed for valid reasons by the hospital, hospice or other inpatient institution.

#### **B. Competent, High-Quality Care**

1. Have your care provided by competent, qualified professionals who follow HIV treatment standards as set for the by the Federal Public Health Service Guidelines, the Centers for Disease Control and Prevention (CDC), the California Department of Health Services, and the County of Los Angeles.
2. Have access to these professionals at convenient times and locations.
3. Receive appropriate referrals to other medical, mental health or other care services.

#### **C. Make Treatment Decisions**

1. Receive complete and up-to-date information in words you understand about your diagnosis, treatment options, medications (including common side effects and complications) and prognosis that can reasonably be expected.
2. Participate actively with your provider(s) in discussions about choices and options available for your treatment.
3. Make the final decision about these choice and option is best for you after you have been given all relevant information about these choices and the clear recommendation of your provider.
4. Refuse any and all treatments recommended and be told of the effect not taking the treatment may have on your health, be told of any other potential consequences of your refusal and be assured that you have the right to change your mind later.
5. Be informed about and afforded the opportunity to participate in any appropriate clinical research studies for which you are eligible.
6. Refuse to participate in research without prejudice or penalty of any sort.
7. Refuse any offered services or end participation in any program without bias or impact on your care.
8. Be informed of the procedures at the agency or institution for resolving misunderstandings, making complaints or filing grievances.

9. Receive a response to a complaint or grievance within 30 days of filing it.
10. Be informed of independent ombudsman or advocacy services outside the agency to help you resolve problems or grievances (see number at bottom of this form), including how to access a federal complaint center within the Center for Medicare and Medicaid Services (CMS).

#### **D. Confidentiality and Privacy**

1. Receive a copy of your agency's Notice of Privacy Policies and Procedures. Your agency will ask you to acknowledge receipt of this document.
2. Keep your HIV status confidential or anonymous with respect to HIV counseling and testing services. Have information explained to you about confidentiality policies and under what conditions, if any, information about HIV care services may be addressed.
3. Request restricted access to specific sections of your medical records.
4. Authorize or withdraw requests for your medical record from anyone else besides your health care providers and for billing purposes.
5. Question information in your medical chart and make a written request to change specific documented information. Your physician has the right to accept or refuse your request with an explanation.

#### **E. Billing Information and Assistance**

1. Receive complete information and explanation in advance of all charges that may be incurred for receiving care, treatment and services as well as payment policies of your provider.
2. Receive information on any programs to help you pay and assistance in accessing such assistance and any other benefits for which you may be eligible.

#### **F. Patient/Client Responsibilities**

1. Participate in the development and implementation of your individual treatment or service plan to the extent that you are able.
2. Provide your providers, to the best of your knowledge accurate and complete information about your current and past health and illness, medications and other treatment and services you are receiving, since all of these may affect your care.
3. Communicate to your provider whenever you do not understand information you are given.
4. Follow the treatment plan you have agreed to and/or accepting the consequences of failing the recommended course of treatment or of using other treatments.
5. Keep your appointments and commitments at this agency or inform the agency promptly if you cannot do so.
6. Keep your provider or main contact informed about how to reach you confidentially by phone, mail or other means.
7. Follow the agency's rules and regulations concerning patient/client care and conduct.
8. Be considerate of your providers and fellow clients/patients and treat them with the respect you yourself expect.
9. Refrain from the use of profanity or abusive or hostile language; threats, violence or intimidations; carrying weapons of any sort; theft or vandalism; intoxication or use of illegal drugs; sexual harassment and misconduct.
10. Maintain the confidentiality of everyone else receiving care or services at the agency by never mentioning to anyone who you see here or casually speaking to other clients not already known to you if you see them elsewhere.

#### **For More Help or Information**

Your first step in getting more information or involving any complaints or grievances should be to speak with your provider or a designated client services representative or patient or treatment advocate at the agency. If this does not resolve any problem in a reasonable time span, or if serious concerns or issues arise that you feel you need to speak about with someone outside the agency, you may call the Office of AIDS Programs and Policy for confidential, independent information and assistance.



**EXHIBIT EE**

**ALTAMED HEALTH SERVICES CORPORATION**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
AMBULATORY/OUTPATIENT MEDICAL - COUNSELING, TESTING,  
IMMUNE ASSESSMENT, AND REFERRAL SERVICES AGREEMENT**

1. DEFINITION: HIV/AIDS counseling and testing services provide testing for the presence of antibodies to HIV, counseling before and after taking the test, referrals to other services as needed by the client, and the provision of appropriate interventions based on the HIV/AIDS risks assessed. For the purposes of this Agreement, a linked referral involves assisting the client in accessing services including making an appointment for them for the indicated service. HIV/AIDS counseling and testing services are provided free of charge and on an anonymous or confidential basis.

2. PERSONS TO BE SERVED: HIV/AIDS counseling and testing services shall be provided to partners and friends of clients receiving HIV treatment services at AltaMed Health Services Corporation HIV Medical Outpatient Clinics within Los Angeles County.

3. COUNTY'S MAXIMUM OBLIGATION: During the period of December 1, 2005 through February 28, 2006, that portion of

County's maximum obligation which is allocated under this Exhibit for HIV/AIDS counseling and testing services shall not exceed One Thousand, One Hundred Thirty-Eight Dollars (\$1,138) for the East Los Angeles Clinic, Eight Hundred Seventy-Four Dollars (\$874) for the Pico Rivera Clinic, and Eight Hundred Seventy-Four Dollars (\$874) for the El Monte Clinic.

4. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder on a fee-for-service basis as set forth at the East Los Angeles HIV Clinic in Schedule 75, at the Pico Rivera HIV Clinic in Schedule 81, and at the El Monte HIV clinic in Schedule 86 or at the State and/or Office of AIDS Programs and Policy (OAPP) approved reimbursement rates as they currently exist or as they are modified by the State and/or OAPP.

B. Payment for services provided hereunder shall be subject to the provisions set forth in the PAYMENT Paragraph of this Agreement.

2. SERVICE DELIVERY SITE(S): Contractor's facilities where services are to be provided hereunder are located at: East Los Angeles HIV Clinic, 5427 East Whittier Boulevard, Los Angeles, California 90022; Pico Rivera HIV Clinic, 9436 East Slauson Avenue, Pico Rivera, California 90660; and

El Monte HIV Clinic, 10454 East Valley Boulevard, El Monte, California 91731 and other sites as approved by OAPP.

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing such services at any other location(s).

3. SERVICES TO BE PROVIDED: Contractor shall provide HIV/AIDS counseling and testing services to clients in accordance with procedures formulated and adopted by Contractor's staff, consistent with California law; California Department of Health Services (CDHS) - Office of AIDS (OA) guidelines; OAPP approved policies and procedures; and the terms of this Agreement. The Director of OAPP shall notify Contractor of any revisions to OAPP policies and procedures, which shall become part of this Agreement. Risk assessment and disclosure counseling shall follow Los Angeles County guidelines as adopted by the Centers for Disease Control and Prevention Standards for HIV Prevention Counseling. All counseling sessions shall take place in a private, face-to-face session in a separate, closed room and/or area.

Minimum services to be provided shall include, but not be limited to, the following:

A. Perform a minimum of twenty-three (23) HIV antibody tests.

B. Provide either anonymous or confidential testing upon specific request by the client.

C. Provide a minimum of twenty-five (25) minutes of individualized risk assessment counseling (pre-test counseling) for each client following Los Angeles County or CDHS - OA guidelines for risk assessment sessions which shall include, but shall not be limited to, providing: 1) information regarding risks and benefits of the HIV antibody test; 2) counseling on the alternatives to testing; 3) an explanation of the test results; 4) an explanation of the testing procedures; 5) an individualized risk assessment; 6) the development of a written personal risk reduction plan; 7) information on the importance of returning for test results; and 8) an evaluation of the need for referrals to other services (e.g., tuberculosis and sexually transmitted disease testing, drug treatment services, housing, food banks, case management).

D. Utilize consent forms approved by OAPP for confidential tests. Signed consent forms shall be kept in client's file in accordance with the California Code of Regulations.

E. Provide testing services to obtain/collect sufficient client specimen/sample so that the initial, repeat, and supplemental HIV antibody tests may be performed.

F. Deliver test specimen(s)/sample(s) to a State approved laboratory. If Contractor desires to do another type of testing on site, they must have prior approval from OAPP. OAPP's approval will be dependent on the approval of CDHS - OA and the needs of the program.

G. Obtain complete series of test results prior to client notification.

H. Provide test results to clients. Test results shall not be mailed, given over the phone, or given in the presence of other people with the exceptions stipulated by California Health and Safety Codes 121010, 121015, 121020, 120975, 120980, and 120985.

I. Provide each client returning for test results and/or follow-up appointment with HIV/AIDS risk reduction and safer behavioral maintenance information.

J. Provide disclosure (post-test) counseling for Standard Counseling Clients (low risk negative clients) using the Los Angeles County guidelines. The disclosure counseling shall include, but shall not be limited to,

providing: 1) medical interpretation of the test result; 2) review and update of written personal risk reduction plan (e.g., how to stay HIV negative); and 3) information on the window period.

K. Provide a minimum of thirty (30) minutes of disclosure counseling for Enhanced Counseling Clients (high risk negative clients) using the Los Angeles County guidelines. The disclosure counseling must follow the Los Angeles County guidelines on disclosure, which shall include, but shall not be limited to, providing: 1) medical interpretation of the test result; 2) review and update of client's written personal risk reduction plan (e.g., how to stay HIV negative); 3) information on the window period; 4) linked referrals to community based organizations providing HIV/AIDS behavior change and skills-building prevention services; and 5) referrals to other community resources based on the client's needs.

L. Provide a minimum of forty-five (45) minutes of disclosure counseling session for persons who test positive (or reactive) on the HIV antibody test. Disclosure counseling sessions shall follow the Los Angeles County or CDHS - OA guidelines for disclosure sessions, which shall include, but shall not be limited to, providing: 1) medical

interpretation of the test result; 2) risk reduction behavior information; 3) review and update of written personal risk reduction plan; 4) information regarding the risk of HIV transmission to fetus or newborn during pregnancy, during labor and delivery, and during the postpartum period if the individual is a woman or the male partner of a woman of childbearing age; 5) information on the risks of re-infection; 6) assistance with partner notification and linkage to Los Angeles County Department of Health Services HIV Partner Counseling and Referral Services Unit for assisted partner notification as appropriate; 7) an assessment of the client's reaction to the positive test result to determine whether referral for mental health services, including suicide prevention, is indicated; and 8) written referrals with linkages for a minimum of one medical (e.g., early intervention program) and one psychosocial service (e.g., case manager) and other linked referrals appropriate to the client.

M. Collect client demographic information using the designated reporting form as provided by OAPP. Information reported on the HIV Counseling Information Forms shall be voluntarily supplied by clients.

N. Referrals - Provide a referral list including physicians and/or clinics knowledgeable about HIV/AIDS to all persons who have any known risk factor for HIV/AIDS especially those who have an HIV-positive test result. Assess clients for referral needs, including medical, psychosocial support, and voluntary partner counseling services with linkages to a service provider as appropriate. All HIV positive women shall be referred to a medical perinatal care provider who is knowledgeable about HIV disease, treatment options, and implications related to pregnancy. Develop and maintain a network of local providers capable of meeting client needs such as infectious disease treatment, perinatal care, family planning, drug treatment, partner counseling, social services, food banks, and counseling programs.

O. Follow Up - For clients testing confidentially, efforts must be made to contact high-risk HIV negative, HIV positive, and client's who test inconclusive who do not return for their results to reschedule the missed appointment. During the risk assessment session, clients should be asked to give written permission to be contacted if they do not return for their results. Follow-up



protocols should be developed and implemented in accordance with CDHS - OA HIV Counseling and Testing Guidelines.

4. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS:

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services.

5. ADDITIONAL REQUIREMENTS:

A. Contractor shall provide their own computer hardware including an IBM compatible personal computer (PC), monitor, keyboard, and laser printer compatible with existing computer and software programs. The computer shall have math co-processing capabilities and a 3.5 inch disk drive. Adequate hard drive space shall be dedicated to the required HIV related software program(s) and associated data bases. The computer shall also meet or exceed the random access memory (RAM) specifications required to run the software. Contractor shall be responsible for maintenance of their computer hardware.

B. Contractor shall provide their own computer supplies required by the data management/data reporting process. Computer supplies include: a current version of virus protection software, utilities software, software to support platform for required electronic data management, equipment maintenance contracts, insurance, diskettes and diskette mailers, toner cartridges, printer paper, and envelopes.

C. Utilizing the instructions in the testing manual, Contractor shall be responsible for protecting the data which includes: backup and storage of current data on disk and/or tape, keyboard password protection procedures, and utilization of a current version of PC virus detection/prevention software.

D. Contractor may seek assistance from OAPP for software installation, training, and troubleshooting, strategies for data management, and consultation on the process/management of the questionnaire from the client to the software.

6. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following reports:

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for HIV/AIDS counseling and testing services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California 90005, Attention: Financial Services Division.

B. Semi-annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by OAPP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports

shall include all the required information and be completed in the designated format.

7. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register client's demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to standardize reporting, importing efficiency of billing, support program evaluation processes, and to provide OAPP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County.

8. PROGRAM RECORDS: Contractor shall maintain and/or ensure that its subcontractor(s) maintain adequate health records which shall be current and kept in detail consistent with good medical and professional practice in accordance with the California Code of Regulations on each individual client. Such records shall include, but shall not be limited to: the dates of the HIV risk assessment session and the disclosure session, signed consent forms for confidential tests, test results, client interviews, progress notes documenting referrals provided, and a record of services provided by the various personnel in sufficient detail to permit an evaluation of services. The program records shall also include documentation of client

demographic information and the statistical summary reports submitted monthly to OAPP. A current list of service providers for medical, psychosocial, and other referral resources shall be maintained.

For clients choosing to be tested anonymously, a chart numbering system which guarantees client anonymity by excluding any personal identifiers shall be developed, maintained, and used for providing linked referrals and follow-up.

Contractor shall maintain additional program records as follows: a) letters of OAPP approval for all materials utilized by the program; b) documentation of staff job descriptions, resumes, and certificates and/or letters of completion of HIV Antibody Four-Day Counselor Certification Training, One-Day Counselor Certification Training for Physicians and Registered Nurse, Three-Day PCRS certification and re-certification training, as well as, selected STD and HIV training as attended; and c) documentation of an annual written evaluation of employee's performance and that completed evaluation has been discussed with employee. This annual evaluation shall include, but is not limited to documentation of written bi-annual observations of the counseling session, evaluation of counselor knowledge, skills and competence to provide HIV/AIDS counseling, testing and immune assessment, and referral services.

9. PROGRAM EVALUATION: Contractor shall assess the program's quantitative and qualitative aspects. The initial program assessment shall be conducted three (3) months following approval of this Agreement; a second assessment shall be conducted six (6) months after approval of this Agreement. The program assessments shall include:

A. A review of the accuracy and appropriateness of the content of the counseling sessions and the educational materials provided.

B. Observation and written evaluation of the counselors on a biannual basis. Notes on the counselor's performance and the feedback given to the counselor will be included in his/her employee record.

Following the assessments, the Contractor shall report to OAPP on the program's progress and any problem areas following each assessment.

10. ADDITIONAL STAFFING REQUIREMENTS: HIV/AIDS counseling and testing services shall be provided by individuals who are appropriately qualified. All HIV risk assessment and disclosure counseling sessions shall be conducted by HIV counselors trained by the CDHS - OA and/or OAPP. All trained HIV counselors must attend an annual Continuing Education Training for CDHS - OA certified counselors or an annual recertification in-service for OAPP certified counselors.

Any staff vacancy shall be advertised in the paper or posted at various facilities. Individuals with a history of drug and/or alcohol problems who are being considered for staff vacancies shall have a minimum of two (2) years' sobriety.

The Project Coordinator shall be appropriately trained and knowledgeable about HIV/AIDS testing and counseling issues. Training shall include, but shall not be limited to, CDHS - OA and/or OAPP's HIV Counselor Certification Training.

Director shall notify Contractor of any revision of these guidelines, which shall become part of this Agreement.

11. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of service(s) and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit F, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

SCHEDULE 75

ALTAMED HEALTH SERVICES, CORPORATION - EAST LOS ANGELES

HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS),  
COUNSELING, TESTING, IMMUNE ASSESSMENT, AND REFERRAL SERVICES

	<u>Budget Period</u>
	December 1, 2005 through <u>February 28, 2006</u>
Projected Number of Risk Assessments 12	\$ 291
Projected Number of HIV Tests 11	\$ 200
Projected Number of Disclosures 7	\$ 216
Projected Number of Referral Plan with Linkages 12	\$ 70
Projected Number of No Show Follow-Up 8 (Confidential HCT Services Only)	\$ 80
Projected Number of Post Disclosure Counseling 1 (High Risk and HIV Positive Only)	\$ 20
Projected Number of Partner Counseling & Elicitation Interview 2 (HIV Positive Only)	\$ 40
Projected Number of Referral Notification 2 (HIV Positive Only)	<u>\$ 50</u>
Sub-Total	\$ 967
Administrative Cost*	<u>\$ 171</u>
Total	\$ 1,138

\* Administrative cost is based on 15% of fee-for-service allocation.



SCHEDULE 81

ALTAMED HEALTH SERVICES, CORPORATION - PICO RIVERA

HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS),  
COUNSELING, TESTING, IMMUNE ASSESSMENT, AND REFERRAL SERVICES

	<u>Budget Period</u>
	December 1, 2005 through <u>February 28, 2006</u>
Projected Number of Risk Assessments 10	\$ 395
Projected Number of HIV Tests 6	\$ 135
Projected Number of Disclosures 7	\$ 113
Projected Number of Referral Plan with Linkages 1	\$ 7
Projected Number of No Show Follow-Up 0 (Confidential HCT Services Only)	\$ -0-
Projected Number of Post Disclosure Counseling 2 (High Risk and HIV Positive Only)	\$ 45
Projected Number of Partner Counseling & Elicitation Interview 1 (HIV Positive Only)	\$ 20
Projected Number of Referral Notification 1 (HIV Positive Only)	<u>\$ 25</u>
Sub-Total	\$ 740
Administrative Cost*	<u>\$ 134</u>
Total	\$ 874

\* Administrative cost is based on 15% of fee-for-service allocation.

SCHEDULE 86

ALTAMED HEALTH SERVICES, CORPORATION - EL MONTE

HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS),  
COUNSELING, TESTING, IMMUNE ASSESSMENT, AND REFERRAL SERVICES

Budget Period

December 1, 2005  
through  
February 28, 2006

Projected Number of Risk Assessments 10	\$ 395
Projected Number of HIV Tests 6	\$ 135
Projected Number of Disclosures 7	\$ 113
Projected Number of Referral Plan with Linkages 1	\$ 7
Projected Number of No Show Follow-Up 0 (Confidential HCT Services Only)	\$ -0-
Projected Number of Post Disclosure Counseling 2 (High Risk and HIV Positive Only)	\$ 45
Projected Number of Partner Counseling & Elicitation Interview 1 (HIV Positive Only)	\$ 20
Projected Number of Referral Notification 1 (HIV Positive Only)	\$ 25
Sub-Total	\$ 740
Administrative Cost*	\$ 134
Total	\$ 874

\* Administrative cost is based on 15% of fee-for-service allocation.

**ATTACHMENT I**

Table 1. Anonymous Fee-for-Service Reimbursement Schedule

HIV SERVICES	Low Risk Clients	High Risk Clients	HIV-positive Clients
Risk Assessment/Prevention Counseling	\$22.00	\$25.00	\$25.00
HIV Test/Screening	\$10.00	\$10.00	\$55.00
Disclosure Counseling	\$ 5.00	\$20.00	\$38.00
Referral Counseling	-0-	\$ 7.00	\$17.00
No-Show and Follow-up	-0-	-0-	-0-
Post-Disclosure Counseling	-0-	\$20.00	\$25.00
Partner Counseling & Elicitation Interview	-0-	-0-	\$20.00
Partner Referral/Notification	-0-	-0-	\$25.00
<b>TOTAL</b>	<b>\$37.00</b>	<b>\$82.00</b>	<b>\$205.00</b>

Table 2. Confidential Fee-for-Service Reimbursement Schedule

HIV SERVICES	Low Risk Clients	High Risk Clients	HIV-positive Clients
Risk Assessment/Prevention Counseling	\$22.00	\$25.00	\$25.00
HIV Test/Screening	\$10.00	\$10.00	\$55.00
Disclosure Counseling	\$ 5.00	\$20.00	\$38.00
Referral Counseling	-0-	\$ 7.00	\$17.00
No-Show and Follow-up	-0-	\$10.00	\$29.00
Post-Disclosure Counseling	-0-	\$20.00	\$25.00
Partner Counseling & Elicitation Interview	-0-	-0-	\$20.00
Partner Referral/Notification	-0-	-0-	\$25.00
<b>TOTAL</b>	<b>\$37.00</b>	<b>\$92.00</b>	<b>\$234.00</b>

Contractor will be reimbursed for HIV/AIDS counseling, testing and immune assessment services at the State and/or OAPP approved reimbursement rates up to the maximum amount indicated in this schedule.

**EXHIBIT FF**

**ALTAMED HEALTH SERVICES CORPORATION**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
AMBULATORY/OUTPATIENT MEDICAL SERVICES, SPECIALTY**

1. DEFINITION: HIV/AIDS ambulatory/outpatient medical services, specialty are those diagnostic and therapeutic medical services provided by a person who is licensed as a physician and/or surgeon by the Medical Board of California or by the California Board of Osteopathic Examiners and has the requisite training and certification in his or her respective medical specialty and/or subspecialty. Such medical specialties include, but are not limited to: Cardiology; Dermatology; Ear, Nose, and Throat (ENT) specialty; Gastroenterology, Gynecology, Neurology, Ophthalmology, Oncology, Pulmonary Medicine, Podiatry, Proctology, General Surgery, and Urology.

2. PERSONS TO BE SERVED: HIV/AIDS ambulatory/outpatient medical services, specialty shall be provided to persons with HIV/AIDS residing in Los Angeles County who are referred to the respective medical specialty from either County operated health facilities or County contracted HIV/AIDS medical outpatient clinics. Such clients shall be indigent persons with HIV/AIDS residing within Los Angeles County and in need of medical

specialty services relative to their HIV disease. Further, such persons' medical care shall not be currently covered by Medicare, Medi-cal, managed care program, or other private insurance.

3. COUNTY'S MAXIMUM OBLIGATION: During the period of December 1, 2005 through February 28, 2006, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS ambulatory/outpatient medical services, specialty services shall not exceed Three Thousand, Nine Hundred Dollars (\$3,900).

4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net costs, as set forth in Schedules 76, 82 and 87 in accordance with the Medicare/Medi-Cal rates as they currently exist or as the rates are modified in the future.

5. CLIENT/PATIENT FEE SYSTEM: Contractor shall comply with provisions of Section 2605 (d) of Title 26 (CARE Act) which is entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Agreement as Exhibit B.

6. SERVICE DELIVERY SITE: Contractor's facilities where services are to be provided hereunder are located at:  
East Los Angeles HIV Clinic, 5427 East Whittier Boulevard,  
Los Angeles, California 90022; Pico Rivera HIV Clinic,  
9436 East Slauson Avenue, Pico Rivera, California 90660; and

El Monte HIV Clinic, 10454 East Valley Boulevard, El Monte, California 91731 and offices of the various participant medical specialist.

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing such services at any other location(s).

A memorandum of understanding shall be required for service delivery site(s) on location(s) or property(ies) not owned or leased by Contractor with the service provider who owns or leases such location or property. This shall include coordination with another agency, community based organization, and/or County entity. Contractor shall submit memoranda of understanding to OAPP for approval at least thirty (30) days prior to implementation.

7. SERVICES TO BE PROVIDED: Contractor shall provide HIV/AIDS medical specialty services to patients in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, and the terms of this Agreement. Services to be provided shall include, but shall not be limited to:

A. Establishing and maintaining written agreements, contracts or memoranda of understanding, with various

providers to furnish referred clients with the necessary diagnostic and therapeutic medical specialty services. Such agreements shall contain provisions for communication, both verbal and written, between the referring primary physician and the consulting physician specialist.

Contractor shall recruit medical providers from a variety of geographical areas in order to better accommodate access by clients.

B. Developing, implementing, and revising as necessary standardized administrative procedures and operational protocols for this referral system. Protocols shall be reflective of the needs of clients including a mechanism for handling complaints.

Such procedures and protocols shall be submitted to OAPP for review and approval within thirty (30) days of the execution of this Agreement.

Contractor shall submit any revisions for review and approval by OAPP of any changes to its procedures and protocols at least thirty (30) days prior to implementation.

C. Contractor shall make an appointment for its client with the appropriate medical specialty within a reasonable period of time depending on the client's diagnosis and urgency of service need.

D. Coordination and consultation with the participant physician. Provision of a written evaluation from the physician shall be provided to referring clinic within an agreed upon and reasonable period of time.

8. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS:

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services.

9. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for HIV/AIDS ambulatory/outpatient medical services, services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted,



mailed, or delivered to Office of AIDS Programs and Policy,  
600 South Commonwealth Avenue, 6th Floor, Los Angeles,  
California 90005, Attention: Financial Services Division.

B. Semi-annual Reports: As directed by OAPP,  
Contractor shall submit a six (6)-month summary of the data  
in hard copy, electronic, and/or online format for the  
periods January through June and July through December.

C. Annual Reports: As directed by OAPP, Contractor  
shall submit a summary of data in hard copy, electronic,  
and/or online format for the calendar year due by the end of  
February of the following year.

D. As directed by OAPP, Contractor shall submit other  
monthly, quarterly, semi-annual, and/or annual reports in  
hard copy, electronic, and/or online format within the  
specified time period for each requested report. Reports  
shall include all the required information and be completed  
in the designated format.

10. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall  
utilize County's data management system to register client's  
demographic/resource data, enter service utilization data,  
medical and support service outcomes, and to record  
linkages/referrals to other service providers and/or systems of  
care. County's system will be used to standardize reporting,

importing efficiency of billing, support program evaluation processes, and provide OAPP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County.

11. PROGRAM RECORDS: Contractor shall maintain adequate health records which shall be current and kept in detail consistent with good medical and professional practice in accordance with the California Code of Regulations on each individual patient. Such records shall include, but shall not be limited to: admission record, patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.

A. Patient Records: Such records shall include, but not be limited to: (1) documentation of HIV disease or AIDS diagnosis; (2) medical history; (3) completed medical specialty examination and assessment signed by a licensed health care professional; (4) differential diagnosis; (5) current and appropriate treatment/management plan; (6) current problem list; (7) progress notes documenting patient status, condition, and response to interventions, procedures, medications, and (8) documentation of all contacts with client including date, time, services

provided, referrals given, and signature and professional title of person providing services.

B. Collection and maintenance of pertinent data for any studies which may be conducted.

12. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit F, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

13. QUALITY MANAGEMENT PLAN: Contractor shall submit to OAPP within ninety (90) days of the receipt of this Agreement its written Quality Management (QM) plan. The QM plan shall describe the process for continually assessing the Contractor's program effectiveness in accomplishing contractor mission, goals, and objectives. The plan shall describe the process for the following components:

QM Committee, Written Policies & Procedures, Client Feedback, Program Staff, Measurable Program/Service Quality Indicators, QM Plan Implementation, and Quality Assessment & Management Reports.

A. Quality Management Committee: The QM Committee shall develop, review, and revise the agency's QM plan on an annual basis. In addition, the QM Committee shall continually assess and make recommendations regarding the improvement of program services. It shall at a minimum, be responsible for developing plans of corrective action for identified program deficiencies. The Committee shall consist of persons representative of the program and agency such as clients, volunteers, program staff, management, consultants and others (e.g., staff from other community-based organizations). The project coordinator(s) under this contract must be included as a Committee member. Committee membership shall be described at a minimum, by name, title, and role, and the constituency represented (i.e., staff, management, client). The Contractor shall review the Committee recommendations and ensure recommendations are appropriately implemented.

A separate Committee need not be created if the contracted program has established an Advisory Committee or

the like, so long as its composition and activities conform to the criteria described in this Agreement.

The QM Committee activities shall be documented. Required documentation shall include but not be limited to agendas, sign-in sheets, QM Committee meeting minutes (including date, time, topics discussed, recommendations, and corrective actions).

B. Written Policies and Procedures: The QM plan shall describe the process for reviewing and modifying written policies and procedures. In addition, the plan shall specify that policies be reviewed at a minimum of once a year, approved and signed by the Executive Director or designee. Policies and procedures shall be based on essential program activities and scopes of work specific to this contract. Written policies and procedures shall be maintained in a manual and available for review at the time of a monitoring review.

C. Client Feedback: The QM plan shall include a mechanism for obtaining ongoing feedback from program participants regarding program effectiveness, accessibility, and client satisfaction. The QM plan shall describe the method(s) to be used for client feedback (e.g., satisfaction surveys, focus groups, interviews, etc.). Client feedback

shall be collected on an ongoing basis or at a minimum of semi-annually. The QM plan shall describe how client feedback data will be managed by the QM Committee and used to make improvements to the program.

D. Program Staff: The QM plan shall describe the process for developing, training and monitoring staff performance. The QM plan shall specify that staff is evaluated annually.

E. Measurable Program/Service Process and Outcome Indicators: Indicators are intended to measure:

(1) Process: How well the services are being provided;

(2) Outcome: The benefits or other results for clients that may occur during or after program participation.

By developing a set of indicators specific to each program, establishing a measurable minimum standard for each indicator, and conducting an assessment on the extent to which the indicator is met, the Contractor shall assess the quality of service delivery on an ongoing basis. The QM Committee is responsible for developing and shall describe in its minutes, a plan of corrective action to address indicators that are

marginally met and describe how the results of the measurable data will be used to improve services. Process and Outcome indicators shall be developed based on key activities described in the SERVICES TO BE PROVIDED Paragraph of this Exhibit. The QM plan shall require measurement of and include at a minimum the following measurable program and/or services indicators:

(3) Process: Number of clients who access ambulatory/outpatient medical services, specialty.

(4) Outcome: 90% Percentage of clients reporting satisfaction with specialty services received.

F. QM PLAN IMPLEMENTATION: Contractor shall implement its QM plan to ensure the quality of the services provided are assessed and improved on a continuous basis.

G. Quality Management (QM) Summary Reports: The QM plan shall include the requirement for two (2) brief and concise Quality Management Summary Reports, Mid-Year and Year-End. These reports shall be developed by the QM Committee and signed by the Executive Director. The following reports shall be made available to the OAPP Program Manager at the time of monitoring review or upon request by County:

(1) Mid-Year QM Summary Report shall at a minimum document:

(a) areas of concern identified by the QM Committee

(b) program performance,

(c) results of process and outcome measurement,

(d) data collected from client feedback, and

(e) results of plans of corrective action.

(2) Year-End QM Summary Report shall at a minimum document:

(a) outcomes of implementing plans of corrective actions for the previous six months, and

(b) overall QM program performance.

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SCHEDULE 76

ALTAMED HEALTH SERVICES CORPORATION - EAST LOS ANGELES

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, SPECIALTY

	<u>Budget Period</u>
	December 1, 2005 through <u>February 28, 2006</u>
Salaries	\$ -0-
Employee	\$ -0-
Travel	\$ -0-
Equipment	\$ -0-
Supplies	\$ -0-
Other	\$ -0-
Consultants/Subcontracts	\$1,950
Indirect Cost	<u>\$ -0-</u>
TOTAL PROGRAM BUDGET	\$1,950

Cost Reimbursement Rate is based on Medicare/Medi-Cal rate as they currently exist or as the rates are modified in the future.

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 82

ALTAMED HEALTH SERVICES CORPORATION - PICO RIVERA

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, SPECIALTY

	<u>Budget Period</u>
	December 1, 2005 through <u>February 28, 2006</u>
Salaries	\$ -0-
Employee	\$ -0-
Travel	\$ -0-
Equipment	\$ -0-
Supplies	\$ -0-
Other	\$ -0-
Consultants/Subcontracts	\$1,170
Indirect Cost	<u>\$ -0-</u>
TOTAL PROGRAM BUDGET	\$1,170

Cost Reimbursement Rate is based on Medicare/Medi-Cal rate as they currently exist or as the rates are modified in the future.

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 87

ALTAMED HEALTH SERVICES CORPORATION - EL MONTE

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, SPECIALTY

	<u>Budget Period</u>
	December 1, 2005 through <u>February 28, 2006</u>
Salaries	\$ -0-
Employee	\$ -0-
Travel	\$ -0-
Equipment	\$ -0-
Supplies	\$ -0-
Other	\$ -0-
Consultants/Subcontracts	\$ 780
Indirect Cost	<u>\$ -0-</u>
TOTAL PROGRAM BUDGET	\$ 780

Cost Reimbursement Rate is based on Medicare/Medi-Cal rate as they currently exist or as the rates are modified in the future.

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

**EXHIBIT GG**

**ALTAMED HEALTH SERVICES CORPORATION**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
MENTAL HEALTH SERVICES, PSYCHIATRIC TREATMENT**

1. DEFINITION: HIV/AIDS mental health psychiatric treatment services are short-term or sustained therapeutic interventions provided by a psychiatrist, psychiatric resident, or registered nurse/nurse practitioner under the supervision of a psychiatrist for clients experiencing acute and/or ongoing psychiatric distress. Services include psychiatric assessment; diagnosis of mental disorders; formulation of a treatment plan, treatment of mental disorders by psychotropic medications and/or psychotherapy; and crisis intervention. These services are usually provided on a regularly scheduled basis with arrangements made for non-scheduled visits during times of increased stress or crisis.

2. PERSONS TO BE SERVED: HIV/AIDS mental health psychiatric treatment services shall be provided to indigent persons with HIV/AIDS residing within Los Angeles County in accordance with Attachment 1, "Service Delivery Specifications", attached hereto and incorporated herein by reference.

3. COUNTY'S MAXIMUM OBLIGATION: During the period of December 1, 2005 through February 28, 2006, that portion of

County's maximum obligation which is allocated under this Exhibit for HIV/AIDS mental health psychiatric treatment services shall not exceed Ten Thousand Dollars (\$10,000).

4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedule 77. Payment for services provided hereunder shall be subject to the provisions set forth in the PAYMENT Paragraph of this Agreement.

5. CLIENT FEE SYSTEM: Contractor shall comply with provisions of Section 2605 (d) of Title 26 (CARE Act) which is entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Agreement as Exhibit B.

6. SERVICE DELIVERY SITE: Contractor's facility where services are to be provided hereunder is located at: 5427 East Whittier Boulevard, California 90022.

Contractor shall request approval from Office of AIDS Programs and Policy (OAPP) in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

A memorandum of understanding shall be required for service delivery site(s) on location(s) or property(ies) not owned or leased by Contractor with the service provider who owns or leases such location or property. This shall include coordination with

another agency, community based organization, and/or County entity. Contractor shall submit memoranda of understanding to OAPP for approval at least thirty (30) days prior to implementation.

7. SERVICES TO BE PROVIDED: Contractor shall provide HIV/AIDS mental health psychiatric treatment services to eligible clients in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws; regulations; the Mental Health Practice Guidelines for Treatment of People Living with HIV/AIDS; professional mental health, medical, and psychiatric standards; and the terms of this Agreement.

8. DIRECT SERVICES: Contractor shall conduct the following activities for each client receiving HIV/AIDS psychiatric treatment services:

A. Client Registration: Determines if a person is eligible to register as a psychiatric client. If the person is registered as a psychiatric client, staff will initiate a client file to include demographic data, emergency contact information, next of kin, and eligibility documentation.

(1) Client intake shall consist of the following required documentation to be initiated prior to service provision: date of intake; written documentation of an HIV/AIDS diagnosis; proof of County of Los Angeles

residency; verification of client's financial eligibility for services; client name, home address, mailing address, and telephone number; emergency and/or next of kin contact name, home address, and telephone number; a signed and dated Release of Information updated annually (a new form must be initiated if there is a need for communication with an individual not listed in/on the current Release of Information); a signed and dated Limits of Confidentiality; a signed and dated Consent to receive psychiatric treatment services; and a signed and dated Client Rights, Responsibilities, and Grievance Procedures.

B. Psychiatric Assessment: A cooperative and interactive face-to-face interview process during which the client's history and current presentation is evaluated to determine diagnosis and treatment needs. Reassessments shall be conducted when there is a significant change in the client's status or the client has left and re-entered psychiatric treatment services.

(1) Psychiatric assessments shall consist of the following required documentation:

(a) progress note referencing the actual date(s) the psychiatric assessment was conducted,

time spent, if the assessment was not completed,  
and plans to complete the assessment as necessary;

(b) statement of client's presenting  
problem/chief complaint;

(c) psychiatric history including  
hospitalizations, outpatient treatment, history on  
onset of current symptoms/precipitating events.  
Impact of periods of treatment and non-treatment  
on functioning;

(d) substance use history including current  
and past use of alcohol and/or drugs and substance  
use treatment;

(e) psychosocial history including: family  
history of mental illness and substance use,  
history of physical or sexual abuse, and other  
psychosocial history relevant to psychiatric  
diagnosis;

(f) general medical history including serious  
illnesses, head trauma, surgeries, and accidents;  
chronic medical conditions other than HIV; and  
allergies;

(g) HIV medical history including month and  
year of HIV diagnosis, date and results of last T-



cell count and viral load, history and current presence of any HIV related illnesses or symptoms;

(h) current medications (medical and psychotropic) including medication name(s) and dosage(s), and issues of adherence including history, barriers, side effects and coping skills;

(i) mental status exam including appearance, motor activity, attitude, mood and affect, speech and language fluency (including rate, and quality), thought content, process and perception (connectedness, predominant topic, delusions, preoccupations/obsessions, hallucinations), orientation (including time, place, person, and purpose), memory (short-term and long-term), judgement and insight, suicidal and violent ideation and history (type and frequency of ideation, past attempts, plan);

(j) complete 5 Axis *Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition* (DSM-IV) diagnosis including a description of symptoms and diagnostic criteria that justify the diagnosis. In all cases where the initial diagnosis on one (1) or more Axes is deferred, the

psychiatrist shall continue to assess the client concurrent with treatment and complete the diagnosis within sixty (60) days of Psychiatric Assessment. This or any other change in diagnosis should be clearly documented in a progress note or on a Change of Diagnosis form.

(k) psychiatric assessment shall include the date, degree, and signature of the psychiatrist conducting the assessment. If psychiatric provider is unlicensed (as described in the STAFFING REQUIREMENTS Paragraph), psychiatric assessments shall be co-signed by a medical doctor board eligible in psychiatry.

C. Documentation of written informed consent for administration of psychotropic medications. Informed consent shall indicate that the client understands medication benefits, risks, common side effects, side effect management, and when he/she can expect benefit. Informed consent shall be signed by the client and psychiatrist on the date that the client is prescribed medication. A new informed consent shall be signed and dated by the client and psychiatrist when a new medication is prescribed. If psychiatric provider is unlicensed (as described in the STAFFING REQUIREMENTS Paragraph), informed consent shall be co-signed by a medical doctor board eligible in psychiatry.

D. Treatment Provision: Ongoing contact and clinical interventions with or on behalf of the client necessary to achieve the psychiatric treatment plan goals. Contact and ongoing clinical interventions shall include, but not be limited to ongoing psychiatric sessions, consultation with other service providers, evaluations, resource coordination, and medication monitoring and follow-up. Ongoing contact includes evaluation of the client's status to determine whether change in the client's psychiatric care and treatment is warranted. Treatment provision shall consist of the following required documentation:

(1) Progress notes shall include the date and type of contact, the time spent with or on behalf of the client, treatment plan including current medical and psychotropic medications and dosages, progress towards psychiatric treatment plan goals, interventions and the client's response to interventions, referrals provided (e.g., neuropsychological assessment, case management, medical services, and other relevant services to address identified needs), and results of interventions and referrals.

(2) Progress notes shall include the date and signature of the psychiatric provider. If psychiatric provider is unlicensed (as described in the STAFFING

REQUIREMENTS Paragraph), progress notes shall be co-signed by a medical doctor board eligible in psychiatry.

(3) Contractor shall ensure that the psychiatric provider continue to address and document existing and newly identified goals.

(4) Clients shall be considered active providing they receive psychiatric treatment services at least once within each sixty (60) day period or within a longer time period if the treating psychiatric provider recommends a follow-up appointment that extends beyond a sixty (60) day period.

E. Case Closure: A systematic process for discharging clients from psychiatric treatment services. This process includes formal notification regarding pending case closure, and the completion of a case closure summary to be maintained in the client record. Case closure activities shall be initiated if the client does not receive psychiatric treatment services or is unable contacted within sixty (60) days after the last recommended follow-up appointment. Such activities may occur for the following reasons: client relocation outside of Los Angeles County, psychiatric treatment goals are met, client became eligible for benefits or other third-party payor (e.g., Medi-Cal, medical insurance, etc.), continued non-adherence to

treatment plan, inability to contact client, client chooses to terminate services, unacceptable client behavior, or client death. Case closure shall consist of the following required documentation:

- (1) Discharge summary that outlines the course of treatment, discharge diagnosis, referrals, and reason for termination. If the client drops out of treatment without notice, the summary shall include documentation of attempts to contact the client, including written correspondence and results of these attempts.

- (2) Discharge summaries shall include the date and signature of the psychiatric provider. If psychiatric provider is unlicensed (as described in the STAFFING REQUIREMENTS Paragraph), discharge summaries shall be co-signed by a medical doctor board eligible in psychiatry.

F. Crisis Intervention Services: Unplanned services provided to an individual, couple, or family experiencing a stressful event. Such services are provided in order to prevent deterioration of typical functioning or to assist in the return to a typical level of functioning. Crisis intervention services shall consist of the following required documentation:

- (1) Progress notes including the date and time spent with or on behalf of the client, summary of the

crisis event, interventions and referrals provided, results of interventions and referrals, and follow-up plan.

(2) Crisis intervention documentation shall include the date and signature of the psychiatric provider. If psychiatric provider is unlicensed (as described in the STAFFING REQUIREMENTS Paragraph), crisis intervention documentation shall be co-signed by a medical doctor board eligible in psychiatry.

G. Contractor shall provide psychiatric treatment services to a minimum of twenty-three (23) unduplicated clients.

H. Contractor shall provide a minimum of fifty-eight (58) hours of psychiatric treatment services including psychiatric assessments and monitoring of treatment with psychotropic medication.

I. Psychiatric treatment services shall include providing prescriptions for psychotropic medications as indicated. Contractor shall assure that all prescriptions shall be prescribed solely by physicians licensed as such by the State of California. Contractor may invoice OAPP for providing medication not reimbursable through the California AIDS Drug Assistance Plan (ADAP), medical insurance, Medi-Cal or other third party payor. Rates for reimbursement and the total maximum reimbursement for medications shall be

limited to Average Wholesale Price less ten percent (10%) plus a Three dollar (\$3) dispensing fee. Invoice shall include: 1) prescription number; 2) fill date; 3) pharmacy identification; 4) physician's drug enforcement administration number ("DEA #"); 5) patient's name; 6) patient identification number; 7) drug description; and 8) amount charged. Patient's share of cost for prescriptions not covered by the above third party payers is reimbursable under this agreement. Medications shall be limited to a thirty (30) day supply of those drugs listed on Attachment II, incorporated herein by reference or as modified by OAPP's Mental Health Services Unit Manager. Additions or deletions to the list must be mutually agreed upon by OAPP's Mental Health Services Unit Manager and Contractor. Generic substitution is mandatory when available.

9. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS:

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services. (See ADDITIONAL PROVISIONS Section for more detailed information).

10. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for mental health services, psychiatric treatment no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California 90005, Attention: Financial Services Division.

B. Semi-Annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by OAPP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the



specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

11. ADDITIONAL REQUIREMENTS:

A. Contractor shall develop a broken appointment policy and procedure to ensure client retention and continuity of services. Follow-up of broken appointments may consist of telephone calls, written correspondence, direct contact, or may involve all of the above in a concerted effort to maintain the client in care. These interventions shall be documented within the client record.

B. Contractor shall obtain written approval from OAPP's Director for all forms and procedures utilized in association with this Agreement prior to its implementation.

C. Contractor shall submit for approval such forms and procedures to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, forms and procedures include, but are not limited to: registration, release of information, consent for psychiatric treatment services, limits of confidentiality, and client rights, responsibilities and grievance procedures.

12. CLINICAL SUPERVISION:

A. Case Conferences: Multidisciplinary discussion of selected clients to assist in problem-solving related to

clients' progress towards psychiatric treatment plan goals and to ensure that professional guidance and high-quality psychiatric treatment services are being provided.

Contractor shall conduct case conferences that ensures active clients are discussed at a minimum of one (1) time per six (6) months period.

(1) Case conference shall consist of the following required documentation: date of case conference, name of case conference participants, name of client(s) discussed, issues and concerns identified, psychiatric treatment follow-up plan, clinical guidance provided and verification that the guidance provided has been implemented. Documentation of case conferences shall be maintained within each client record or in a case conference log.

B. Providing clinical supervision for all unlicensed professional psychiatric and mental health professionals in accordance with the licensing board of their respective professions. Contractor shall immediately notify OAPP in writing if the clinical supervisor is not available to conduct supervisorial activities.

13. ADMINISTRATIVE SUPERVISION:

A. Client Record Reviews: Review of client records to assess that all required documentation is completed properly in a timely manner and secured within client

records. Client record review shall consist of the following required documentation: checklist of required documentation signed and dated by the individual conducting the review of psychiatric records, written documentation identifying steps to be taken to rectify missing or incomplete documentation and the date of resolution of required documentation omission.

B. Preparation and submission of reports in accordance with the REPORTS Paragraph of this Exhibit.

14. STAFF DEVELOPMENT AND ENHANCEMENT ACTIVITIES:

Contractor shall provide and/or allow access to ongoing staff training and development of psychiatric staff including, but not limited to, medical psychiatric and mental health HIV-related issues. Staff development and enhancement activities shall include, but not be limited to:

A. Trainings and/or in services related to psychiatric treatment and mental health issues.

B. Staff development and enhancement shall consist of the following required documentation: date, time, and location of function, and function type; name of agency staff attending function; name of sponsor or provider of function; training outline; and meeting agenda and/or minutes. Verification of participation in staff development and enhancement activities shall be maintained in each personnel record.

15. STAFFING REQUIREMENTS: HIV/AIDS mental health psychiatric treatment services are provided by a medical doctor who is board eligible in psychiatry. A psychiatrist may be assisted in the provision of services by a psychiatric resident, or registered nurse/nurse practitioner under the supervision of a psychiatrist. Other mental health professionals can assist in the provision of psychiatric treatment services as long as they operate within their scope of practice. Professional mental health providers shall be, at a minimum, a Master's level graduate student or doctoral candidate in social work, counseling, nursing with specialized mental health training, psychology, or psychiatry. Further, if such providers are unlicensed, they shall be clinically supervised in accordance with the licensing board of their respective professions.

16. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit F "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any

revision of these Guidelines, which shall become part of this Agreement.

17. QUALITY MANAGEMENT PLAN: Contractor shall submit to OAPP within ninety (90) days of the receipt of this Agreement its written Quality Management (QM) plan. The QM plan shall describe the process for continually assessing the Contractor's program effectiveness in accomplishing contractor mission, goals, and objectives. The plan shall describe the process for the following components: QM Committee, Written Policies and Procedures, Client Feedback, Program Staff, Measurable, Program/Service Quality Indicators, QM Plan Implementation, and Quality Assessment and Management Reports.

A. Quality Management Committee: The QM Committee shall develop, review, and revise the agency's QM plan on an annual basis. In addition, the QM Committee shall continually assess and make recommendations regarding the improvement of program services. It shall, at a minimum, be responsible for developing plans of corrective action for identified program deficiencies, discussing and acting upon process and outcome data results, and results from client feedback. The Committee shall consist of persons representative of the program and agency such as clients, volunteers, program staff, management, consultants and others (e.g., staff from other community-based organizations). The project coordinator(s) under this

contract must be included as a Committee member. Committee membership shall be described, at a minimum, by title and role, and the constituency represented (i.e., staff, management, client). The Contractor shall review the Committee recommendations and ensure recommendations are appropriately implemented.

A separate Committee need not be created if the contracted program has established an advisory committee or the like, so long as its composition and activities conform to the criteria described in this Agreement.

The QM Committee activities shall be documented. Required documentation shall include but not be limited to agendas, sign-in sheets, QM Committee meeting minutes (including date, time, topics discussed, recommendations, and corrective actions).

B. Written Policies and Procedures: The QM plan shall describe the process for reviewing and modifying written policies and procedures. In addition, the plan shall specify that policies be reviewed at a minimum of once a year, approved and signed by the Executive Director or designee. Policies and procedures shall be based on essential program activities and scopes of work specific to this contract. Written policies and procedures shall be maintained in a manual and available for review at the time of a monitoring review.

C. Client Feedback: The QM plan shall include a mechanism for obtaining ongoing feedback from program participants regarding program effectiveness, accessibility, and client satisfaction. The QM plan shall describe the method(s) to be used for client feedback (e.g., satisfaction surveys, focus groups, interviews, etc.). Client feedback shall be collected on an ongoing basis or at a minimum of semi-annually. The QM plan shall describe how client feedback data will be managed by the QM Committee and used to make improvements to the program.

D. Program Staff: The QM plan shall describe the process for developing, training and monitoring staff performance. The QM plan shall specify that staff is evaluated annually.

E. Measurable Program/Service Process Outcome Indicators: Indicators are intended to measure:

(1) Process: How well the services are being provided;

(2) Outcome: The benefits or other results for clients that may occur during or after program participation.

By developing a set of indicators specific to each program, establishing a measurable minimum standard for each indicator, and conducting an assessment on the extent to

which the indicator is met, the Contractor shall assess the quality of service delivery on an ongoing basis.

The QM Committee is responsible for developing and shall describe in its minutes, a plan of corrective action to address indicators that are marginally met and describe how the results of the measurable data will be used to improve services. Process and outcome indicators shall be developed based on key activities described in the SERVICES TO BE PROVIDED Paragraph of this Exhibit. The QM plan shall require measurement of and include at a minimum the following measurable program and/or services indicators:

(1) Process: Number of unduplicated clients provided with psychiatric treatment services; percentage of clients provided the following services: registration information; psychiatric assessment; treatment plan; case closure; case conferences; clinical supervision for psychiatric residents, nurse practitioners, and unlicensed professional mental health counselors; and percentage of charts which include the required documentation.

(2) Outcome: Eighty percent (80%) of clients served will complete services as defined in Treatment Plan; ninety percent (90%) of clients served will report satisfaction with psychiatric treatment services they received; eighty percent (80%) of clients served



will report adherence to medication regimen (medical and psychotropic), eighty percent (80%) of clients served will report an increased ability to adhere to medication regimen (medical and psychotropic); and eighty percent (80%) of clients served will report progress towards resolving problems that caused them to seek psychiatric treatment.

F. QM Plan Implementation: Contractor shall implement its QM plan to ensure the quality of the services provided are assessed and improved on a continuous basis.

G. Quality Management (QM) Summary Reports: The QM plan shall include the requirement for two (2) brief and concise Quality Management Summary Reports, Mid-Year and Year-End. These reports shall be developed by the QM Committee and signed by the Executive Director. The following reports shall be made available to the OAPP Program Manager at the time of monitoring review or upon request by County:

(1) Mid-Year QM Summary Report shall, at a minimum, document:

- areas of concern identified by the QM Committee
- program performance
- results of process and outcome measurement

- data collected from client feedback, and
  - results of plans of corrective action
- (2) Year-End QM Summary Report shall, at a minimum document:
- outcomes of implementing plans of corrective action for the previous six months
  - overall QM program performance

SCHEDULE 77

ALTAMED HEALTH SERVICES CORPORATION

HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
MENTAL HEALTH SERVICES, PSYCHIATRIC TREATMENT

Budget Period  
December 1, 2005  
through  
February 28, 2006

Salaries	\$ -0-
Employee Benefits	<u>\$ -0-</u>
Total Salaries and Employee Benefits	\$ -0-
Travel	\$ -0-
Equipment	\$ -0-
Supplies	\$ -0-
Other	\$ -0-
Consultants/Subcontracts	\$ 10,000
Indirect Cost	<u>\$ -0-</u>
TOTAL PROGRAM BUDGET	\$ 10,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

## SERVICE DELIVERY SITE QUESTIONNAIRE

## SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 1

1.	Agency Name:	<u>AltaMed Health Services Corp., East Los Angeles HIV Clinic</u>
2.	Executive Director:	<u>Castulo de la Rocha, JD</u>
3.	Address of Service Delivery Site:	<u>5427 East Whittier Boulevard</u>
		<u>Los Angeles</u> <u>California</u> <u>90022</u>
		City State Zip

4. In which Service Planning Area is the service delivery site?

<u>        </u> One: Antelope Valley	<u>        </u> Two: San Fernando Valley
<u>        </u> Three: San Gabriel Valley	<u>        </u> Four: Metro Los Angeles
<u>        </u> Five: West Los Angeles	<u>        </u> Six: South Los Angeles
<u>  X  </u> Seven: East Los Angeles	<u>        </u> Eight: South Bay

5. In which Supervisorial District is the service delivery site?

<u>  X  </u> One: Supervisor Molina	<u>        </u> Two: Supervisor Burke
<u>        </u> Three: Supervisor Yaroslavsky	<u>        </u> Four: Supervisor Knabe
<u>        </u> Five: Supervisor Antonovich	

6. Based on the number of direct service hours to be provided at this site, what percentage of your allocation is designated to this site?

100%

# SERVICE DELIVERY SITE QUESTIONNAIRE

## CONTRACT GOALS AND OBJECTIVES

**TABLE 2**

Number of Mental Health Services, Psychiatric Treatment Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Psychiatric Treatment Services, Unduplicated Clients					
	No. of Clients	No. of Hours	No. of Clients	No. of Hours	No. of Clients	No. of Hours
Site # 1	23	58				
Site # 2						
Site # 3						
Site # 4						
Site # 5						
Site # 6						
Site # 7						
Site # 8						
Site # 9						
Site # 10						
TOTAL	23	58				

# SERVICE DELIVERY SITE QUESTIONNAIRE

## CLIENT ETHNICITY

**TABLE 3**

Number of Unduplicated Clients by Ethnicity and Service Delivery Site(s).

	African American	Asian or Pacific Islander	Latino /a or Hispanic	Native American	White	Other	TOTAL
Site # 1	3	1	17		2		23
Site # 2							
Site # 3							
Site # 4							
Site # 5							
Site # 6							
Site # 7							
Site # 8							
Site # 9							
Site # 10							
<b>TOTAL</b>	3	1	17		2		23

SERVICE DELIVERY SITE QUESTIONNAIRE

**CLIENT GENDER**

**TABLE 4**

Number of Unduplicated Clients by Gender and Service Delivery Site(s).

	Female	Male	Transgender	TOTAL
Site # 1	8	14	1	23
Site # 2				
Site # 3				
Site # 4				
Site # 5				
Site # 6				
Site # 7				
Site # 8				
Site # 9				
Site # 10				
<b>TOTAL</b>	8	14	1	23

# SERVICE DELIVERY SITE QUESTIONNAIRE

## CLIENT RISK FACTOR

**TABLE 5**

Number of Unduplicated Clients by Risk Factor and Service Delivery Site(s).

	Unprotected Male/Male Sex	Injection Drug Use	Unprotected Male/Male Sex and Injection Drug Use	Unprotected Male/Female Sex	Unprotected Male/Female Sex and Injection Drug Use	From Mother to Newborn	Other	TOTAL
Site # 1	13	1	1	7	1			23
Site # 2								
Site # 3								
Site # 4								
Site # 5								
Site # 6								
Site # 7								
Site # 8								
Site # 9								
Site #10								
TOTAL	13	1	1	7	1			23



# SERVICE DELIVERY SITE QUESTIONNAIRE

## CLIENT SERVICE PLANNING AREA RESIDENCY

**TABLE 6**

Number of Unduplicated Clients by Service Planning Area Residency and Service Delivery Site(s).

	SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8	TOTAL
Site # 1			3	4			16		23
Site # 2									
Site # 3									
Site # 4									
Site # 5									
Site # 6									
Site # 7									
Site # 8									
Site # 9									
Site # 10									
<b>TOTAL</b>			3	4			16		23